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NEW DELHI, SATURDAY, MAY 8, 1993/VAISAKHA 18, 1915

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as
a separate compilation

भाग II—खंड 3—उप-खंड (ii) PART II—Section 3—Sub-Section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किये गये सांविधिक आदेश और अधिसूचनाएँ
Statutory Orders and Notifications Issued by the Ministries of the Government of India (other than
the Ministry of Defence)

वित्त मंत्रालय
(आर्थिक कार्य विभाग)

बीमा

नई दिल्ली: 13 अप्रैल, 1993

सारणी

क्रम संख्या	पदनाम	क्षेत्राधिकार की स्थानीय सीमाएँ
(1)	(2)	(3)
1.	सचिव, उत्तरी क्षेत्रीय कार्यालय, हरियाणा, हिमाचल प्रदेश, जम्मू और नई दिल्ली	काश्मीर, पंजाब, राजस्थान राज्य तथा चंडीगढ़ और दिल्ली के संघ राज्य क्षेत्र
2.	सचिव, उत्तर-मध्य क्षेत्रीय कार्यालय, कानपुर	उत्तर प्रदेश राज्य
3.	सचिव, मध्य क्षेत्रीय कार्यालय, भोपाल	मध्य प्रदेश राज्य
4.	सचिव, पूर्वी क्षेत्रीय कार्यालय, कलकत्ता	अरुणाचल प्रदेश, असम, बिहार, मणिपुर मेघालय, मिजोरम, नागालैंड, उड़ीसा, त्रिपुरा, पश्चिम बंगाल राज्य तथा अंडमान और निकोबार के संघ राज्य क्षेत्र

क्र.सं. 883:-सरकारी स्वाम (अप्राधिकृत अधिभोगियों की जेववर्नी) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा भारत सरकार, वित्त मंत्रालय (आर्थिक कार्य-विभाग, बीमा प्रभाग) द्वारा दिनांक 21 जनवरी, 1992 को जारी अधिसूचना संख्या सा.सं. 362 का अधिक्रमण करते हुए केन्द्रीय सरकार नीचे दी गई सारणी के कालम (1) में विनिर्दिष्ट किये गए अधिकारियों को, जीवन बीमा निगम अधिनियम, 1956 (1956 का 31) के अन्तर्गत स्थापित किये गए भारतीय जीवन बीमा निगम के अधिकारी होने तथा सरकार के एक राज्याधिकारी के समतुल्य होने के कारण उक्त अधिनियम के प्रयोजन हेतु एतद्द्वारा संपदा अधिकारियों के रूप में नियुक्त करती है तथा उक्त संपदा अधिकारी उक्त निगम से संबंधित संपत्तियों अथवा निगम द्वारा अथवा निगम की ओर से पट्टे पर ली गई संपत्तियों के संबंध में उक्त अधिनियम द्वारा अथवा उसके अन्तर्गत संपदा अधिकारियों को प्रदत्त शक्तियों का प्रयोग करते हुए उन्हें सौंपे गए कर्तव्यों का उक्त सारणी के कालम (3) में निर्दिष्ट अपने-अपने क्षेत्राधिकार की स्थानीय सीमाओं के अन्तर्गत पालन करेंगे।

5. सचिव, पश्चिम क्षेत्रीय कार्यालय, मुम्बई	गोवा, गुजरात, महाराष्ट्र राज्य तथा दादरा और नागर हवेली के संघ राज्य क्षेत्र	7. सचिव, दक्षिण मध्य क्षेत्रीय कार्यालय, हैदराबाद	आन्ध्र प्रदेश, कर्नाटक राज्य तथा पाण्डिचेरी संघ राज्य क्षेत्र या यानम जिला
6. सचिव, दक्षिण क्षेत्रीय कार्यालय, मद्रास	केरल, तमिलनाडु राज्य तथा सक्ष-द्रोप और पाण्डिचेरी (यानम जिले को छोड़ कर) के संघ राज्य क्षेत्र	[एफ संख्या 131(3)/निवेत/92] टी. सी. नंदा, प्रवर सचिव	

MINISTRY OF FINANCE
(Department of Economic Affairs)

INSURANCE

New Delhi, the 23rd April, 1993

S.O. 883.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of unauthorised Occupants) Act, 1971 (40 of 1971) and in supersession of the notification No. S.O. 363 date 21st January, 1992 issued by the Government of India in the Ministry of Finance (Department of Economic Affairs, Insurance Division), the Central Government hereby appoints the officers specified in column (2) of the Table below, being officers of the Life Insurance Corporation of India, established under the Life Insurance Corporation Act, 1956 (31 of 1956), and being officers equivalent to the rank of a gazetted officer of Government, to be Estate Officers for the purpose of the said Act and the Said Estate Officers shall exercise the powers conferred, and perform the duties imposed on Estate Officers, by or under the said Act within the local limits of their respective jurisdiction, specified in Column (3) of the said Table, in respect of the properties belonging to or taken on lease by or on behalf of the said Corporation.

TABLE

Sl. No.	Designation	Local limits of jurisdiction
1	2	(3)
1. The Secretary of Northern Zonal Office, New Delhi.		The States of Haryana, Himachal Pradesh, Jammu & Kashmir, Punjab, Rajasthan and the Union Territories of Chandigarh and Delhi.
2. The Secretary at North Central Zonal Office, Kanpur.		State of Uttar Pradesh.
3. The Secretary at Central Zonal Office, Bhopal.		State of Madhya Pradesh.
4. The Secretary at Eastern Zonal Office, Calcutta.		The State of Arunachal Pradesh, Assam, Bihar, Manipur, Meghalaya, Mizoram, Nagaland, Orissa, Sikkim, Tripura, West Bengal and Union Territories of Andaman and Nicobar Islands.
5. The Secretary of Western Zonal Office, Bombay.		The State of Goa, Gujarat, Maharashtra and the Union Territories of Dadra and Nagar Haveli.
6. The Secretary at Southern Zonal Office, Madras.		The State of Kerala, Tamil Nadu and the Union Territories of Lakshadweep and Pondicherry (other than the district of Yanam)
7. The Secretary at South Central Zonal Office, Hyderabad.		The State of Andhra Pradesh, Karnataka and the district of Yanam in the Union Territory of Pondicherry.

[F. No. 131(3)/Inv.t./92]
T.C. NANDA, Under Secy

(बैंकिंग प्रभाग)

सई दिल्ली, 16 अप्रैल, 1993

का.आ. 884.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबन्ध) स्कीम, 1970 के खण्ड 5 के उपखण्ड (1), खण्ड 7 और खण्ड 8 के उपखण्ड (1) के साथ पठित खण्ड 3 के उपखण्ड (क) के अनुसरण में, केन्द्रीय सरकार, भारतीय रिजर्व बैंक के साथ परामर्श करने के पश्चात्, एड्वोकेट यूनियन बैंक आफ इंडिया के वर्तमान अध्यक्ष एवं प्रबंध निदेशक श्री एम. पी. तलवार को उनके द्वारा कार्य-भार ग्रहण करने की तारीख से पाँच वर्षों की अवधि के लिए, बैंक आफ बड़ोदा के अध्यक्ष एवं प्रबंध निदेशक के रूप में नियुक्त करता है।

[सं. एक 9/27/92-बी. ओ. 1]

एम. एस. सीतारामन, अवर सचिव

(BANKING DIVISION)

New Delhi the 16th April, 1993

S.O. 884.—In pursuance of sub-clause (a) of clause 3 read with sub-clause (1) of clause 5, clause 7 and sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 the Central Government, after consultation with the Reserve Bank of India hereby appoints Shri S. P. Talwar, presently Chairman and Managing Director, Union Bank of India, as the Chairman and Managing Director of the Bank of Baroda for a period of five years commencing with the date of his taking charge.

[F. No. 9/27/92-B.O.I.]

M. S. SEETHARAMAN, Under Secy.

आन मंत्रालय

नई दिल्ली, 21 अप्रैल, 1993

का.आ. सं.—केन्द्रीय सरकार सरकारी स्थान (अप्राधिकृत अधिकारियों) को वेदवर्ती अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, नीचे की सारणी के स्तम्भ (1) में उल्लिखित अधिकारियों को, जो सरकार के राज्यपक्षित अधिकारियों के अहिदे के समतुल्य अधिकारी हैं, उक्त अधिनियम के प्रयोजनों के लिए सर्वोच्च नाम पर नियोजना, हिन्दुस्थान गायर लि. जिला कालाबाट, मध्य प्रदेश के संपदा अधिकारी नियुक्त करता है और आगे यह निदेश देती है कि उक्त अधिकारी उक्त सारणी के स्तम्भ (2) में विनिर्दिष्ट सरकारी स्थानों की वास्तविक अधिकारिता की स्थानीय सीमाओं के प्रति उक्त अधिनियम द्वारा या उसके अर्थात् प्रदत्त शक्तियों का प्रयोग और उन पर अभिरोपित कर्तव्यों का पालन करेंगे।

सारणी

अधिकारिता का पदनाम	सरकारी स्थल की श्रेणी और अधिकारिता का स्थानीय सीमाएं
(1)	(2)
1. महाप्रबंधक (प्रशासन)	(यहाँ अनुबंध में उल्लिखित व्योरा शामिल करें)
2. उपप्रबंधक (प्रशासन)	
3. प्रबंधक (प्रशासन)	
4. सहायक प्रशासक	

[का.सं. 9(1)/93-मंडल-3]

आर. चन्द्रमोहन निवेशक

मलानखण्ड कॉपर परियोजना द्वारा अधिग्रहण भूमि का विवरण

क्र. भाग का नाम सं.	निजी अधि- ग्रहण भूमि (एकड़ में)	अन्य भूमि	राजस्व भूमि	कुल जोड़
1. चारटोला	165.38	167.60	8.77	341.75
2. पिण्डकापार (रैयलवाड़ी)	181.84	52.44	—	234.28
3. पिण्डकापार (डेकेवारी)	390.90	86.03	35.26	462.19
4. सीमगाड़ी	243.18	8.88	1.63	253.69
5. खुर्सीपार	269.46	257.27	4.86	531.59
6. शर्मसारा	504.41	257.45	65.47	827.33
7. भासाटोला	472.00	623.57	38.29	1134.86
8. चिन्वीटोला	176.60	244.90	30.55	452.05
9. जगतटोला	588.42	—	17.27	605.69
10. पीनी	2.40	—	—	2.40
11. सिरसा	1.33	—	—	1.33
12. भूतना	—	144.30	—	144.30
कुल जोड़	2917.92	1793.42	202.10	4913.44

चारटोला

[पी. सी. 43 तहसील बेहर]

खसरा नं.	एकड़ों में क्षेत्रफल
1	2
20/क	4.27
20/ख	4.27
38/3	2.75
34	13.40
35	14.29
39/1	7.60
39/2	2.40
40/1	6.32
40/2	2.55
40/3	2.55
40/4	1.60
41/1	13.11
45/1	2.60
41/3	8.00
45/3	1.30
46/1	8.26
46/2	0.22
46/3	1.55
47/1	10.05
47/2	4.00
47/3	0.06
47/4	1.93
49/1	6.42
49/3	2.20
49/4	7.20
50/1	7.80

		पिण्डकापार ठेकेदारी (पी. सी. 43 तहसील बेहर)	
1	2	खसरा नं.	एकड़ों में क्षेत्रफल
50/3	3.80	1	8.81
51	22.30	2	10.02
कुल एकड़ 164.38		4	8.21
पिण्डकापार रैयतवाड़ी (पी. सी. 43 तहसील बेहर)		7	4.30
खसरा नं.	एकड़ों में क्षेत्रफल	8	0.50
1	2	9	2.93
1	12.50	11	4.04
2	17.31	13	2.95
3/1	8.10	14	0.77
3/2	4.40	15	0.30
4	19.21	16	1.47
5/1	10.48	17	2.43
5/2	5.56	18	0.85
5/3	1.26	19	1.02
5/4	1.26	20	1.09
6/1	7.15	21	1.98
7/1	12.40	22	0.51
7/2	3.00	23	10.13
8/1	4.50	24	10.01
8/3	0.50	25	1.45
8/4	0.47	26	10.22
8/5	1.20	27	1.68
8/6	1.16	28	1.45
8/7	1.36	29	1.28
8/8	0.53	30	0.27
8/9	0.98	31	3.22
8/10	0.40	32	3.52
8/11	0.26	33	3.77
8/12	0.36	34	10.12
8/13	0.33	35	16.99
8/14	0.29	37	1.92
8/15	0.06	40	2.90
8/16	0.16	41	3.67
8/17	0.07	43	3.33
8/18	0.09	44	3.42
8/19	0.76	45	2.14
8/20	0.24	46	0.64
8/21	0.44	47	15.06
8/22	3.19	48	0.79
9/1	5.00	49	10.17
9/2	14.94	50	0.28
10/1	15.84	51	0.93
10/2	3.00	52	16.84
11	17.88	53	1.04
12/2	4.34	54	1.50
12/3	0.86	55	5.27
कुल एकड़ 181.84			

पिण्डकापार ठेकेदारी (पी. सी. 43 तहसील बेहर)		खसरा नं.	एकड़ों में क्षेत्रफल
खसरा नं.	एकड़ों में क्षेत्रफल	106	0.15
56	2.47	107	0.22
57	2.48	108	0.07
59	2.19	109	0.26
60/1	1.33	110	0.10
60/1ए	0.73	111	0.10
61	0.95	113	0.40
62	1.37	114	0.10
63	1.50	115	0.10
64	1.50	116	0.25
65	2.99	117	0.15
66	6.86	118	0.30
67	0.85	119	0.15
68	4.67	120	0.30
70	0.41	121	0.16
72	7.26	122	0.52
73/1	3.69	123	0.40
73/2	0.13	124	0.30
75	0.08	125	0.42
76	0.77	128	0.17
78	0.35	129	5.14
79	0.35	130	0.73
81	0.18	131	0.34
83	0.02	132	0.40
84	1.17	133/1	0.10
86	0.30	133/2	0.14
87	0.30	134	0.10
88	0.27	135	0.37
89	0.47	136	1.68
90	0.50	137	2.80
92	0.03	138	2.81
94	0.17	139	2.80
95	0.40	140	2.40
96	0.17	141	2.90
97/1	0.03	142	8.90
97/2	0.04	143	0.12
98	0.10	145	1.67
99	1.04	148	1.16
100	0.42	149	19.36
101	0.64	151	0.12
102	0.60	152	0.27
103	0.60	154	0.25
104	2.87	155	0.20
105	0.22		
कुल एकड़			310.90

"भीमजोरी (पी.सी. 43 तहसील बैहुर)"		खसरा नं.	एकड़ों में क्षेत्रफल
खसरा नं.	एकड़ों में क्षेत्रफल		
		26	0.60
2	17.87	42/1	2.10
3	1.20	27	1.70
4	8.84	51/2	1.15
5/1	3.74	1	1.30
5/3	1.20	पार्सप खाईन	
6/1	0.68	27/20	0.03
6/2	0.34	27/17	0.02
6/3	0.56	27/11	0.02½
6/4	0.71	27/55	0.03
6/4	0.28	27/21	0.03
6/6	0.12	27/52	0.03
6/8	0.71	27/50	0.03
6/9	0.11	27/12	0.03
7/1	0.40	27/14	0.03
7/2	4.68	24/4	0.09
7/3	4.67	24/1	0.48
7/4	2.80	24/7	0.02½
7/5	2.00	24/8	0.02½
8	20.15	24/5	0.03
9	3.03	24/6	0.03
10/2	0.21	25/3	0.02
10/3	1.23	27/51	0.03
10/4	0.30	27/32	0.02
10/5	0.33	27/16	0.05
10/6	0.78	27/35	0.02
10/7	1.47	27/42	0.05
11/1	13.75	27/10	0.05
11/2	5.30	27/56	0.03
12/1	8.31	27/19	0.03
12/2	4.44	27/7	0.04
13	15.52	27/15	0.03
14	12.95	27/40	0.03
15	11.35	27/13	0.03
16	12.32	27/54	0.05
17	8.25	27/18	0.03
18/1	4.00	27/53	0.03
18/2	10.35	27/48	0.01½
18/3	4.00	27/49	0.01½
18/4	2.00	27/60	0.02
20/2	2.20	27/57	0.05
21	21.21	27/9	0.06
23	10.99	27/28	0.02
25/2	4.00	27/47	0.02½
25/4	1.16		
45	2.30		
51/1	1.50		

खसरा नं.	एकड़ों में क्षेत्रफल		
27/29	0.02	17	1.60
27/30	0.02	20/1	1.50
27/31	0.02	15	1.10
28/39	0.02	12/1	1.00
27/46	0.02		
27/62	0.03	कुल एकड़	269.46
27/61	0.03		
27/34	0.03	कर्मभारा (पी.सी. : 41 : तहसील : बैहर)	
27/43	0.03		
27/33	0.02	खसरा नं.	एकड़ों में क्षेत्रफल
27/37	0.02		
27/59	0.03	58/1	1.30
27/36	0.02	58/3	0.80
27/22	0.03	59/1	12.19
		59/2	0.48
कुल योग एकड़	1243.18	60	4.00
		61	7.89
खुर्सीपार (पी.सी. 43 तहसील : बैहर)		62	19.00
		63/1	6.98
		63/3	6.68
		63/4	0.72
		63/5	2.32
		63/6	1.00
		65/1	10.10
		65/3	6.39
		66/1	18.94
		66/3	0.32
		67/1	9.63
		67/3	7.80
		68	2.13
		69	2.13
		70	2.19
		71	4.56
		72	5.30
		73/1	8.16
		73/2	1.40
		73/3	1.07
		73/4	0.70
		74	3.00
		75	4.40
		76	1.57
		77	1.75
		78/1	3.88
		78/2	2.46
		78/3	0.98
		79	5.63
		80	1.97
		82	3.00
खसरा नं.	एकड़ों में क्षेत्रफल		
1	19.44		
2/1	18.02		
2/3	0.20		
3/1	14.44		
3/3	2.20		
4/1	6.70		
4/3	8.12		
4/4	0.25		
5/1	10.17		
5/3	2.70		
6	15.26		
7/1	13.12		
7/2	3.00		
7/3	3.00		
8	18.15		
9	17.56		
30	19.35		
31	20.52		
33	15.89		
34	19.03		
35	17.09		
36	16.25		
14	1.00		
19/1	1.70		
13/1	1.00		

खसरा नं.	एकड़ों में क्षेत्रफल	खसरा नं.	एकड़ों में क्षेत्रफल
		267	0.25
83	3.20	268	0.30
84	18.76	269	0.14
85	2.00	270/1	0.10
86	16.24	270/2	0.04
87	6.00	271	0.37
88/1	4.86	272	0.37
88/2	4.60	273	0.20
89/1	9.27	274	0.20
89/2	2.15	275	0.30
89/3	2.05	276	0.34
237	0.60	277	0.40
238	0.30	278	0.84
239	1.83	279	0.42
240	0.65	280	0.42
242/1	3.28	281	0.20
242/2	2.30	282	0.30
243	0.50	283	0.25
244/1	13.57	284	0.20
244/2	6.00	285/1	0.95
245/1	4.11	285/2	5.24
245/2	2.00	286	7.99
245/3	1.00	287	15.08
245/4	1.00	288	2.36
246/1	6.21	289	4.71
246/2	1.00	290	2.06
247	0.22	292	1.06
248	0.28	291	1.06
249	0.22	293	3.55
250	0.20	294	20.61
252	0.12	314	21.29
253/1	0.08	315	18.45
253/2	0.04	316	3.20
254	0.42	317	20.79
255	0.42	318	17.63
256/1	0.18	319	1.86
256/2	0.25	320	22.41
256/3	0.17	321/1	8.64
257	0.30	321/2	1.60
258	0.19	321/3	0.16
260	0.13	321/4	0.78
261	0.07	322/1	17.86
262	0.06	322/2	1.14
263	0.06	323/10	6.00
264	0.35	323/2	4.00
265	0.24		
266	0.23		
		कुल	एकड़
			504.41

कोसाटोला (पी.सी. : 41 : तहसील : बैहर)		खसरा नं.	एकड़ों में क्षेत्रफल
खसरा नं०	एकड़ों में क्षेत्रफल		
		43	12.40
		44	16.00
9	19.83	46	19.10
10	18.56	47	19.55
11/2	00.59	48	15.60
11/3	0.90	49	15.58
11/4	0.12	50	16.72
11/5	0.25	51	15.70
11/6	0.72	52	9.70
11/7	0.31		
11/8	0.46		
11/9	0.40		कुल एकड़ 473.00
11/10	0.40		
11/11	0.05		
11/12	0.44		
11/13	0.02		
11/14	0.34		
11/16	0.40		
11/17	0.46		
11/18	0.20		
11/19	0.32		
11/20	0.25		
11/21	0.14		
11/22	0.03		
12	6.86		
13	18.89		
14	19.96		
15	18.21		
16	16.08		
17	18.54		
18	17.60		
19	11.00		
20	22.08		
31	13.30		
32	22.18		
34	13.00		
35	0.90		
36/1	7.50		
36/2	7.00		
37	17.00		
38	13.00		
39	10.15		
40	9.85		
41	15.30		

चिबटोला (पी.सी. : 41 : तहसील : बैहर)		खसरा नं०	एकड़ों में क्षेत्रफल
		28	16.94
		34	11.30
		35/1	12.06
		35/2	6.04
		36	11.72
		37	15.00
		38	15.00
		39	18.85
		41	16.50
		42	17.05
		43/2	25.40
		43/3	10.74
			कुल एकड़ 176.60

जगतटोला (पी०सी० 43 तहसील : बैहर)		खसरा नं०	एकड़ों में क्षेत्रफल
		1/1	14.70
		1/3	0.10
		1/4	0.50
		3/1	0.44

खसरा न०	एकड़ों में क्षेत्रफल	खसरा न०	एकड़ों में क्षेत्रफल
3/2	2.00	24/2	5.53
3/3	3.00	24/3	2.00
3/4	2.00	24/4	3.00
3/5-6	2.00	25	12.90
3/7	1.25	26	18.48
3/8	1.18	27	18.41
3/9	6.50	28/1	11.38
4/1	2.71	28/2	6.00
4/2	2.71	29	11.85
5/1	9.14	30	9.44
5/2	0.43	31	14.62
5/3	3.48	32	5.83
5/4	1.75	33-34/1	1.50
6/1	3.15	33-34/2	0.73
6/2	0.24	33-34/3	0.80
6/3	0.81	33-34/4	0.62
6/4	7.32	33-34/5	0.18
6/5	0.06	33-34/6	0.18
7/1	0.72	33-34/7	0.41
7/2	1.05	33-34/8	0.25
7/3	0.36	33-34/9	0.72
7/4	0.40	33-34/10	0.39
7/5	0.65	33-34/11	0.50
7/6	0.10	33-34/12	0.52
8/1	18.66	33-34/14	0.34
9/1	10.12	33-34/15	0.30
10	18.80	33-34/16	0.18
11/1	7.18	33-34/17	0.24
11/3	1.50	33-34/18	0.18
12	14.74	33-34/20	0.48
13	16.38	33-34/21	0.14
14/1	14.48	33-34/22	0.07
14/3	1.50	35	11.55
16	16.41	36/1	9.78
18	10.89	36/2	6.00
19/1	15.95	37/1	10.07
19/2	1.50	37/2	1.58
20/1	8.90	38/1	2.38
20/2	3.50	38/2	2.00
20/3	3.70	39	9.82
21/1	1.43	40/1	11.50
21/2	2.58	40/2	7.18
22	12.61	40/3	3.25
23	17.95	41/1	0.07
24/1	6.59	41/3	0.30

खसरा नं०	एकड़ों में क्षेत्रफल	खसरा नं.	एकड़ों में क्षेत्रफल
41/4	0.30	41/48	0.10
43/5	0.25	41/49	0.18
41/6	0.22	41/50	0.16
41/7	0.34	41/51	0.12
41/8	0.25	41/52	0.40
41/9	0.24	41/53	0.05
41/10	0.05	41/54	0.89
41/11	0.42	41/55	0.07
41/12	0.45	41/56	0.25
41/13	0.44	41/57	0.24
41/14	0.32	41/58	0.25
41/15	0.09	41/59	0.09
41/16	0.23	41/60	1.92
41/17	0.46	41/61	0.09
41/18	0.12	41/62	0.14
41/19	0.09	41/63	0.15
41/20	0.70	41/64	0.15
41/21	0.35	41/65	0.09
41/22	0.35	41/66	0.34
41/23	0.10	41/67	0.20
41/24	0.33	41/68	0.08
41/25	0.27	41/70	0.12
41/26	0.11	41/71	0.26
41/27	0.23	41/72	0.30
41/28	0.18	41/73	0.10
41/29	0.11	41/74	0.06
41/30	1.40	41/75	0.26
41/31	0.20	41/76	0.23
41/32	0.14	42	17.44
41/33	0.10	43	15.01
41/34	0.08	44	11.00
41/35	0.18	45	11.10
41/36	0.18	46/1	12.75
41/37	0.20	46/2	3.00
41/38	0.20	47/4	21.09
41/39	0.11		
41/40	0.05		
41/41	0.06		
41/42	0.07		
41/43	0.38		
41/44	0.20		
41/45	0.30		
41/46	0.15		
41/47	0.09		
41/47 KHA	0.10		
		कुल	588.42
		पीली (पी. सी. 43 : तहसील : बैहर)	
		खसरा नं.	एकड़ों में क्षेत्रफल
		229	0.26
		37/1	1.05
		221	1.10
		कुल एकड़	2.40

बिरसा पी. सी. 44 तहसील : बहर)				गांव	खसरा नं.	एकड़ों में क्षेत्र-फल
खसरा नं.	एकड़ों में क्षेत्रफल					
2/3	0.10				49 2	0.56
1/3	1.20				50 2	0.52
1/1	0.60				56/2	0.24
4/3	0.43			भीमजोराँ	6 /7	0.94
					10/1	0.49
	सकल जोड़	2.33		केनाल	5 2	0.20
				पीडाकापार (ठेकेदारी)	3	0.50
					6	6.03
		अनुबंध			38	1.11
बन विभाग की भूमि का विवरण					39	0.97
क्र.सं.	गांव	पी.सी.नं.	खसरा नं.	एकड़ों में क्षेत्रफल		
01 चारटोला	43	20/1	122.69		71	0.12
	43	56/1	23.96		74	0.55
	43	48 1	20.95		77	0.18
02 पिकापार (राय.)	43	10 1	52.44		80	1.39
03 पिडाकापार (ठेकेदारी)	43	156	36.03		82	0.28
04 खुर्सीपार	43	32	257.27		85	0.79
05 कर्मसारा	41	324 1	257.43		91	1.55
06 कोसाटोला	41	33 1	62.83		126	0.08
	41	42	20.40		127	0.25
	41	45 1	540.34	केनाल	144	2.50
07 भीदीटीला	41	26	60.22	पोंड	146	4.46
	41	43 1	141.82		147	5.47
	41	43 4	42.86	रोड	150	0.10
08 भूतना	38	1	126.11		153	1.00
		3	13.90		10	5.14
		4	4.29		36	0.49
09 भीमजोरी (इंटेक बैल)	43	29/11	8.88		5	0.29
				रोड	12	0.05
	कुल	1792.42		पिडाकापार (ठेकेदारी)	42	2.66
				खुर्सीपार	58	0.97
					69	0.54
				रोड	112	0.80
					2 2	0.96
					3 2	1.30
					4 2	1.40
					5/2	120
राजस्व भूमि का विवरण						
गांव	खसरा नं.	एकड़ों में क्षेत्रफल	कर्मसारा			
चारटोला	20 3	0.80		251	0.75	
	48 2	1.35		559	2.57	
	56 3	3.14		324/3	53.32	
	56 4	0.65		57/2	1.03	
केनाल	41 2	0.84		58/2	0.67	
	45 2	0.50		59/3	0.02	
	46/2	0.17		63/2	2.13	
				64/2	0.48	
				65/2	1.29	

गाँव	खसरा नं.	एकड़ों में क्षेत्रफल			
	66/2	0.58	पोंड	61/69	3.35
				15	2.50
	67/2	2.35		17	1.55
	324/2	0.28	अगनटोला	1/2	0.14
जगतटोला	7/8	1.25	पीडब्ल्यू डी रोड	7/9	0.10
	7/10	0.10		8/2	1.14
	7/11	0.06		9/2	0.80
	7/12	0.04		14/2	1.55
	7/13	0.05	कासाटोला	11/1 एंड 15	0.44
	7/14	0.030		22	36.25
	7/15	0.08		33/2	0.95
				45/2	0.65
	11/2	1.35	बिंदी टोला	27	12.35
	33-34	2.61		40	18.20
	23			कुल योग	202.10 एकड़

MINISTRY OF MINES

New Delhi, the 21st April, 1993

S.O. 885.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act 1971 (40 of 1971) the Central Government hereby appoints the officers of Malanjhand Copper Project, Hindustan Copper Limited, Distt. Balaghat, Madhya Pradesh, mentioned in Column (1) of the Table below being officers equivalent to the rank of Gazetted Officer of Government to be Estate Officers for the purpose of said Act, and further directs that the said officers shall exercise the powers and duties imposed by or under the said Act within the local limits of their jurisdictions in respect of the public premises specified in Column (2) of the said Table.

TABLE

Designation of the officer	Categories of public premises and local limit of jurisdiction
(1)	(2)
1. Assistant Manager (Admn.)	(Here incorporate what is contained in the Annexure)
2. Dy. Manager (Admn.)	
3. Manager (Admn.)	
4. Town Administrator	

[F. No. 9/1/93-Met. III]

R. CHANDRAMOHAN, Director

DETAILS OF LAND HELD BY MALANUKHAND COPPER PROJECT

Sl. No.	Name of Village	Private land Acquired (in acres)	Forest land	Revenue land	Grand Total	Remarks
1.	Chartola	165.38	167.60	8.77	341.75	
2.	Pindkapar (Ryt.)	181.84	52.44	..	234.28	
3.	Pindkapar (Th.)	390.90	36.03	35.26	462.19	
4.	Bhimshori	243.18	8.88	1.63	253.69	
5.	Khursipar	269.46	257.27	4.86	531.59	
6.	Karamsara	504.41	257.43	65.47	827.31	
7.	Kasatola	473.00	623.57	38.29	1134.86	
8.	Chhinditola	176.60	244.90	30.55	452.05	
9.	Jagatarola	588.42	—	17.27	605.69	
10.	Pauni	2.40	—	—	2.40	
11.	Sirsa	2.33	—	—	2.33	
12.	Bhutna	—	144.30	—	144.30	
Grand Total		2917.92	1792.42	202.10	4912.44	

CHARTOLA
(P.C. 43 TAHSIL BAIHAR)

PINDKAPAR RAYATWARI
(P.C. 43 TAHSIL-BAIHAR)

Khasra No.	Area in Acres
20/Ka	4.27
20/Kha	4.27
32/3	2.75
34	15.40
35	14.29
39/1	7.60
39/2	2.40
40/1	6.82
40/2	2.55
40/3	2.55
40/4	1.60
41/1	13.11
45/1	2.60
41/3	8.00
45/3	1.30
46/1	8.26
46/3	0.22
46/4	1.55
47/1	10.05
47/2	4.00
47/3	0.06
47/4	1.93
49/1	6.42
49/3	2.20
49/4	7.20
50/1	7.88
50/3	3.80
51	22.30
TOTAL	165.38 Acres

Khasra No.	Area in Acres
1	12.50
2	17.31
3/1	8.10
3/2	4.40
4	19.21
5/1	10.48
5/2	5.56
5/3	1.26
5/4	1.26
6/1	7.15
7/1	12.40
7/2	3.00
8/1	4.50
8/3	0.50
8/4	0.47
8/5	1.20
8/6	1.16
8/7	1.36
8/8	0.53
8/9	0.98
8/10	0.40
8/11	0.26
8/12	0.36
8/13	0.33
8/14	0.29
8/15	0.06
8/16	0.1
8/17	0.07

Khasra No.	Area in Acres	Khasra No.	Area in Acres
8/18	0.09	41	3.67
8/19	0.76	43	3.33
8/20	0.24	44	3.42
8/21	0.44	45	2.14
8/22	3.19	46	0.64
9/1	5.00	47	15.06
9/2	14.94	48	0.79
10/1	15.84	49	10.17
10/2	3.00	50	0.28
11	17.88	51	0.93
12/2	4.34	52	16.94
12/3	0.86	53	1.04
TOTAL	181.84 Acres	54	1.50
PINDKAPAR THEKEDARI (PC 43 TAH: BAIHAR)		55	5.27
		56	2.47
		57	2.48
		59	2.19
		60/1	1.33
		60/1A	0.73
		61	0.95
		62	1.37
		63	1.50
		64	1.50
Khasra No.	Area in Acres	65	2.99
1	8.81	66	6.86
2	10.02	67	0.85
4	8.21	68	4.67
7	4.30	70	0.41
8	0.50	72	7.26
9	2.93	73/1	5.69
11	4.04	73/2	0.13
13	2.95	75	0.08
14	0.77	76	0.77
15	0.30	78	0.35
16	1.47	79	0.35
17	2.43	81	0.18
18	0.85	83	0.02
19	1.02	84	1.17
20	1.09	86	0.30
21	1.98	87	0.30
22	0.51	88	0.27
23	10.13	89	0.47
24	10.01	90	0.50
25	1.45	92	0.03
26	10.22	94	0.17
27	1.68	95	0.40
28	1.45	96	0.17
29	1.28	97/1	0.03
30	0.27	97/2	0.04
31	3.22	98	0.10
32	3.52	99	1.04
33	3.77	100	0.42
34	10.12	101	0.64
35	16.99	102	0.60
37	1.92	103	0.60
40	2.90	104	2.87
		105	0.22
		106	0.15

Khasra No.	Area in Acres	Khasra No.	Area in Acres
107	0.22	6/2	0.34
108	0.07	6/3	0.56
109	0.26	6/4	0.71
110	0.10	6/5	0.28
111	0.10	6/6	0.12
113	0.40	6/8	0.71
114	0.10	6/9	0.11
115	0.10	7/1	0.40
116	0.25	7/2	4.68
117	0.15	7/3	4.67
118	0.30	7/4	2.80
119	0.15	7/5	2.00
120	0.30	8	20.15
121	0.16	9	3.03
122	0.52	10/2	0.21
123	0.40	10/3	1.23
124	0.30	10/4	0.30
125	0.42	10/5	0.33
128	0.17	10/6	0.78
129	5.14	10/7	1.47
130	0.73	11/1	13.75
131	0.34	11/2	5.30
132	0.40	12/1	8.31
133/1	0.16	12/2	4.44
133/2	0.14	13	15.52
134	0.10	14	12.95
135	0.37	15	11.35
136	1.68	16	12.32
137	2.80	17	8.25
138	2.81	18/1	4.00
139	2.80	18/2	10.35
140	2.40	18/3	4.00
141	2.90	18/4	2.00
142	8.90	20/2	2.20
143	0.12	21	21.21
145	1.67	23	10.99
148	1.16	25/2	4.00
149	19.36	25/4	1.16
151	0.12	45	2.30
152	0.27	51/1	1.50
154	0.05	26	0.60
155	0.20	42/1	2.10
TOTAL	310.90 Acres	27	1.70
		51/2	1.15
		1	1.30
"BHIMJORI (P.C. 43 TAHSIL : BAIHAR)"		PIPE LINE:	
Khasra No.	Area in Acres	27/20	0.03
2	17.87	27/17	0.02
3	1.30	27/11	0.02
4	8.84	27/55	0.03
5/1	3.74	27/21	0.03
5/3	1.20	27/52	0.03
6/1	0.68	27/50	0.03

[भाग II-खण्ड 2(ii)]

Khasra No.	Area in Acres	Khasra No.	Area in Acres
27/12	0.03	3/3	2.20
27/14	0.03	4/1	6.70
24/4	0.09	4/3	8.12
24/1	0.48	4/4	0.25
24/7	0.02½	5/1	10.17
24/8	0.02½	5/3	2.70
24/5	0.03	6	15.26
24/6	0.03	7/1	13.12
25/3	0.02	7/2	3.00
27/51	0.03	7/3	3.00
27/32	0.02	8	18.15
27/16	0.05	9	17.56
27/35	0.02	30	19.35
27/42	0.05	31	20.52
27/10	0.05	33	15.89
27/56	0.03	34	19.03
27/19	0.03	35	17.09
27/7	0.04	36	16.25
27/15	0.03	14	1.00
27/40	0.03	19/1	1.70
27/13	0.03	13/1	1.00
27/54	0.05	17	1.60
27/18	0.03	20/1	1.50
27/53	0.03	15	1.10
27/48	0.01½	12/1	1.00
27/49	0.01½		
27/60	0.02		
27/57	0.05		
27/9	0.06		
27/28	0.02		
27/47	0.02½		
27/29	0.02½		
27/30	0.02		
27/31	0.02		
27/39	0.02		
27/46	0.02		
27/62	0.03		
27/61	0.03		
27/34	0.03		
27/43	0.03		
27/33	0.02		
27/37	0.02		
27/59	0.03		
27/36	0.02		
27/22	0.03		
Grand Total	Acres 243.18	TOTAL	Acres 269.46

KARAMSARA (PC 41 TAHSIL : BAIHAR)	
Khasra No.	Area in Acres
58/1	1.30
58/3	0.80
59/1	12.19
59/2	0.48
60	4.00
61	7.89
62	19.00
63/1	6.98
63/3	6.68
63/4	0.72
63/5	2.32
63/6	1.00
65/1	10.10
65/3	6.39
66/1	18.94
66/3	0.32
67/1	9.63
67/3	7.80
68	2.18
69	2.18

KHURSIPAR (PC 43 TAHSIL : BAIHAR)	
Khasra No.	Area in Acres
1	19.44
2/1	18.02
2/3	0.20
3/1	14.44

Khasra No.	Area in Acres	Khasra No.	Area in Acres
70	2.19	258	0.19
71	4.56	260	0.13
72	5.30	261	0.07
73/1	8.16	262	0.06
73/2	1.40	263	0.06
73/3	1.07	264	0.35
73/4	0.70	265	0.24
74	3.00	266	0.23
75	4.00	267	0.25
76	1.57	268	0.30
77	1.75	269	0.14
78/1	3.88	270/1	0.10
78/2	2.46	270/2	0.04
78/3	0.98	271	0.37
79	5.63	272	0.37
80	1.97	273	0.20
82	3.00	274	0.20
83	3.20	275	0.30
84	18.76	276	0.34
85	2.00	277	0.40
86	16.24	278	0.84
87	6.00	279	0.42
88/1	4.86	280	0.42
88/2	4.60	281	0.20
89/1	9.27	282	0.30
89/2	2.15	283	0.25
89/3	2.05	284	0.20
237	0.60	285/1	0.95
238	0.30	285/2	5.24
239	1.83	286	7.99
240	0.65	287	15.03
242/1	3.28	288	2.36
242/2	2.30	289	4.71
243	0.50	290	2.06
244/1	13.57	92	1.06
244/2	6.00	291	1.06
245/1	4.11	293	3.55
245/2	2.00	294	20.61
245/3	1.00	314	21.29
245/4	1.00	315	16.45
246/1	6.21	316	3.20
246/2	1.00	317	20.79
247	0.22	318	17.63
248	0.28	319	1.86
249	0.22	320	22.41
250	0.20	321/1	8.64
252	0.12	321/2	1.60
253/1	0.08	321/3	0.16
253/2	0.04	321/4	0.78
254	0.42	322/1	17.86
255	0.42	322/2	1.14
256/1	0.18	323/1	6.00
256/2	0.25	323/2	4.00
256/3	0.17		
257	0.30		
		TOTAL	Acres 504.41

KOSATOLA (PC 41 TAHSIL : BAIHAR)

Khasra No.	Area in Acre
9	19.83
10	18.56
11/2	0.59
11/3	0.90
11/4	0.12
11/5	0.25
11/6	0.72
11/7	0.31
11/8	0.46
11/9	0.40
11/10	0.40
11/11	0.05
11/12	0.44
11/13	0.02
11/14	0.34
11/16	0.40
11/17	0.46
11/18	0.20
11/19	0.32
11/20	0.25
11/21	0.14
11/22	0.03
12	6.86
13	18.89
14	19.96
15	18.21
16	16.08
17	18.54
18	17.60
19	11.00
20	22.08
31	13.30
32	22.18
34	13.00
35	0.90
36/1	7.50
36/2	7.00
37	17.00
38	13.00
39	10.15
40	9.85
41	15.30
43	12.40
44	16.00
46	19.10
47	19.55
48	15.60
49	15.58
50	16.72
51	15.70
52	9.76
TOTAL	Acres 473.00

CHINDTOLA (PC 41 TAHSIL : BAIHAR)

Khasra No.	Area in acres
28	16.94
34	11.30
35/1	12.06
35/2	6.04
36	11.72
37	15.00
38	15.00
39	18.85
41	16.50
42	17.05
43/2	25.40
43/3	10.74
TOTAL	Acres 176.60

JAGTIATOLA (PC 43 TAHSIL : BAIHAR)

Khasra No.	Area in acres
1/1	14.70
1/3	0.10
1/4	0.50
3/1	0.44
3/2	2.00
3/3	3.00
3/4	2.00
3/5-6	2.00
3/7	1.25
3/8	1.18
3/9	6.50
4/1	2.71
4/2	2.71
5/1	9.14
5/2	0.43
5/3	3.48
5/4	1.75
6/1	3.15
6/2	0.24
6/3	0.81
6/4	7.32
6/5	0.06
7/1	0.72
7/2	1.05
7/3	0.36
7/4	0.40
7/5	0.65
7/6	0.10
8/1	18.66
9/1	10.12
10	18.80
11/1	7.18

Khasra No.	Area in acres	Khasra No.	Area in Acres
11/3	1.50	38/2	2.00
12	14.74	39	9.82
13	16.38	40/1	11.50
14/1	14.48	40/2	7.18
14/3	1.50	40/3	3.25
16	16.41	41/1	0.07
18	10.89	41/3	0.30
19/1	15.95	41/4	0.30
19/2	1.50	41/5	0.25
20/1	8.90	41/6	0.22
20/2	3.50	41/7	0.34
20/3	3.70	41/8	0.25
21/1	1.43	41/9	0.24
21/2	2.58	41/10	0.05
22	12.61	41/11	0.42
23	17.95	41/12	0.45
24/1	6.59	41/13	0.44
24/2	5.53	41/14	0.32
24/3	2.00	41/15	0.09
24/4	3.00	41/16	0.23
25	12.90	41/17	0.46
26	18.48	41/18	0.12
27	18.41	41/19	0.09
28/1	11.38	41/20	0.70
28/2	6.00	41/21	0.35
29	11.85	41/22	0.35
30	9.44	41/23	0.10
31	14.62	41/24	0.33
32	5.82	41/25	0.27
33-34/1	1.50	41/26	0.11
33-34/2	0.73	41/27	0.23
33-34/3	0.80	41/28	0.18
33-34/4	0.62	41/29	0.11
33-34/5	0.18	41/30	1.40
33-34/6	0.18	41/31	0.20
33-34/7	0.41	41/32	0.14
33-34/8	0.25	41/33	0.10
33-34/9	0.72	41/34	0.08
33-34/10	0.39	41/35	0.18
33-34/11	0.50	41/36	0.18
33-34/12	0.62	41/37	0.20
33-34/14	0.34	41/38	0.20
33-34/15	0.30	41/39	0.11
33-34/16	0.18	41/40	0.05
33-34/17	0.24	41/41	0.06
33-34/18	0.18	41/42	0.07
33-34/20	0.48	41/43	0.38
33-34/21	0.14	41/44	0.20
33-34/22	0.07	41/45	0.30
35	11.55	41/46	0.15
36/1	9.78	41/47	0.09
36/2	6.00	41/47Kha	0.10
37/1	10.07	41/48	0.10
37/2	1.58	41/49	0.18
38/1	2.38		

Khasra No.		Area in acres	ANNEXURE			
			"DETAILS OF FOREST LAND"			
41/50	0.16		Sl. No.	Village	P.C. No.	Khasra Area in No. (Acres)
41/51	0.12					
41/52	0.40					
41/53	0.05					
41/54	0.89					
41/55	0.07		1	hartola	43	20/1 122.59
41/56	0.25				43	56/1 23.96
41/57	0.24				43	48/1 20.95
41/58	0.25		2.	Pindkapar (Rai.)	43	10/1 52.44
41/59	0.09		3.	Pindkapar (The.)	43	156 36.03
41/60	1.92		4.	Khursjar	43	32 257.27
41/61	0.09		5.	Karamsata	41	111/1 25.43
41/62	0.14		6.	Kosatola	41	13/1 12.11
41/63	0.15				41	42 21.40
41/64	0.15				41	45/1 540.34
41/65	0.09		7.	Chhinditola	41	26 60.22
41/66	0.34				41	43/1 141.82
41/67	0.20				41	43/4 42.86
41/68	0.08		8.	Bhatn	38	1 126.11
41/70	0.12					3 13.90
41/71	0.26					4 4.29
41/72	0.30		9.	Bhimjori (Intake well)	43	29/11 8.88
41/73	0.10					
41/74	0.06					Total 1792.42
41/75	0.26					Acres
41/76	0.23					
42	17.44		"DETAILS OF REVENUE LAND"			
43	15.01		Village	Khasra No. Area (Acres)		
44	11.00					
45	11.10					
16/1	12.75		Chartola		20/3	0.80
46/2	3.00				48/2	1.35
47/4	21.99				56/3	3.14
					56/4	0.65
				Canal	41/2	0.84
					45/2	0.50
					46/2	0.17
					49/2	0.56
					50/2	0.52
					56/2	0.24
			Bhimjori		6/7	0.94
					10/1	0.49
				Canal	5/2	0.20
			Pindkapar (Thekedar)		3	0.50
					6	6.03
					38	1.11
					39	0.97
					71	0.12
					74	0.55
					77	0.18
					80	1.39
					82	0.28
					85	0.78
					91	1.55
					126	0.08
					127	0.25
					144	2.50
					146	1.46
					147	5.47
TOTAL		Acres 588.42				
"PAUNI (P.C. 43 TAHSIL : BAIHAR)"						
Khasra No.	Area in acres					
229	0.25					
37/1 }	1.05					
221 }	1.10					
TOTAL		Acres 2.40				
"BIRSA (P.C. 44 TAHSIL : BAIHAR)"						
Khasra No.	Area in Acres					
2/3	0.10					
1/3	1.20					
1/1	0.60					
4/3	0.43					
GRAND TOTAL		Acres 2.33				

Village	Khasra No.	Area (Acres)
	150	0.10
	153	1.00
Caul.	10	5.14
Pool	36	0.49
Load	5	0.29
	12	0.05
	42	2.66
	58	0.97
Pindkapur (Thekdari)	69	0.54
	112	0.80
Khursipar:		
Road	2/2	0.96
	3/2	1.10
	4/2	1.40
	5/2	20
Karamsara:	251	0.75
	259	2.57
	324/3	53.32
Road	57/2	1.03
	58/2	0.67
	59/3	0.02
	63/2	2.13
	64/2	0.48
	65/2	1.29
	66/2	0.58
	67/2	2.35
	324/2	0.28
Jagatola:	3	1.25
		0.1
	7/1	0.6
	7/12	0.4
	7/13	0.5
	7/4	0.3
	7/15	0.8
	11/2	1.35
	33-31	2.61
	23	
	61/69	3.35
Pond	15	2.50
	17	1.55
Jagatola:		
PWD Road	1/2	0.44
	7/9	0.10
	8/2	1.14
	9/2	0.80
	14/2	1.55
Kosatola:	11/1 & 15	0.44
	22	36.25
	33/2	0.95
	45/2	0.65
Chinditola:	27	12.35
	40	18.20

Grand Total—202.10 Acres

MINISTRY OF COAL

CORRIGENDUM

New Delhi, the 7th April, 1993

S.O. 886.—In the notification of the Government of India in the Ministry of Coal number S.O. 1964, dated the 10th July, 1992, published in the Gazette of India Part II, Section 3, Sub-section (ii), dated the 25th July, 1992, at pages 3172 to 3177, at page 3176—

1. in the Schedule relating to Block 'A',—

(i) under Column heading Serial number, insert "2" below "1";

(ii) under Column heading Village, against serial number 2, for "ajdhar" read "Rajdhar";

(iii) under Column heading Thana number, against serial number 4 for "77/" read "77";

2. In paragraph 2, below Schedule relating to Block 'A', for "pases" read "passes".

[No. 43015/9/91-LSW]

B. B. RAO, Under Secy.

कोयला मंत्रालय

शुद्धिपत्र

नई दिल्ली, 8 अप्रैल, 1993

का.आ. 887.—भारत के राजपत्र भाग II, खंड 3; उपखंड (ii) में तारीख 10 अक्टूबर, 1991 को पृष्ठ 4216 से 4221 पर प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना का.आ. सं. 2756, तारीख 10 अक्टूबर, 1991 में पृष्ठ संख्यांक 4216 पर अनुसूची में:—

2. क्रम संख्यांक 2 में स्तम्भ क्षेत्र एकड़ों में के नीचे "61.48" के स्थान पर "76.00" पढ़ें।

2. क्रम संख्यांक 9 में स्तम्भ क्षेत्र एकड़ों में के नीचे "102.17" के स्थान पर "135.00" पढ़ें।

3. शब्द पुल के सामने "3,088.79 एकड़ (लगभग) या 1250.60 हेक्टर (लगभग)" के स्थान पर "3136.22 एकड़ (लगभग) या 1269.72 हेक्टर (लगभग)" पढ़ें।

[सं. 43015/5/91-एल.एस. डब्ल्यू.]

बी.बी. राव, अवर सचिव

CORRIGENDUM

New Delhi, the 8th April, 1993

S.O. 887.—In the notification of the Government of India in the Ministry of Coal No. S.O. 2756, dated the 10th October, 1991 published at pages 4216 to 4221 of the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 2nd November, 1991, at page 4220, in the Schedule, under Column heading 'Area in Acres' against—

(i) serial number (2) for "61.48" read "76.00",

(ii) serial number (9), for "102.17" read "135.00",

(iii) Total for "3,088.97 Acre (Approx OR 1250.60 Hectares (approximately)" read "3136.22 Acres (approximately) or 1,269.72 Hectares (approximately)".

[No. 43015/5/91-LSW]

B. B. RAO, Under Secy.

नई दिल्ली, 8 अप्रैल, 1993

का.आ. 888.—केन्द्रीय सरकार, ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) धारा 7 की उपधारा (1) के अधीन निकाली गई भारत सरकार के कोयला मंत्रालय की अधिसूचना सं. का.आ. 835 (अ) तारीख 6 दिसंबर, 1991 द्वारा जो भारत के राजपत्र, असाधारण, भाग II, खंड 3, उपखंड (ii) के पृष्ठ 1 से 4 पर प्रकाशित की गई थी, उस अधिसूचना से संलग्न अनुसूची में वर्णित भूमि का अर्जन करने के अपने आशय की सूचना दी थी;

केन्द्रीय सरकार की जानकारी में यह बात लाई गई है कि उक्त अधिसूचना में कतिपय गलतियाँ पाई गई हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों और इस निमित्त उसे समर्थ बनाने वाली अन्य शक्तियों का प्रयोग करते हुए, उक्त अधिसूचना में निम्नलिखित संशोधन करती है:—

पृष्ठ 2 पर

पैरा 5 की पंक्ति 1-2 में, “उप आयुक्त हजारीबाग (बिहार)” के स्थान पर “उपायुक्त, चतरा (बिहार)” पढ़ें। पैरा 6 में, “इस अधिसूचना से संलग्न अनुसूची में वर्णित भूमि से हितबद्ध कोई व्यक्ति उस तारीख से 3 दिन के भीतर, जिसको उस राजपत्र की प्रतियाँ जिसमें यह अधिसूचना प्रकाशित हुई है, जनता को उपलब्ध करा दी जाती है उक्त अधिनियम की धारा 8 के अधीन, उस सक्षम प्राधिकारी को संपूर्ण भूमि या उसके किसी भाग या उक्त भूमि में उस पर के किन्हीं अधिकारों का अर्जन करने के बारे में आपत्ति कर सकेगा” के स्थान पर, “अधिसूचना से संलग्न अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति, इस अधिसूचना के निकाले जाने की तारीख से तीस दिन के भीतर, उक्त अधिनियम की धारा 8 के अधीन उक्त सक्षम प्राधिकारी को, संपूर्ण भूमि या उसके किसी भाग या उक्त भूमि में या उस पर के किन्हीं अधिकारों का अर्जन करने के बारे में लिखित रूप में आपत्ति कर सकेगा” पढ़ें।

अनुसूची में, “जिला” शीर्षक स्तम्भ के नीचे क्रम संख्यांक 3 से 6 के सामने “हजारीबाग” के स्थान पर “चतरा” पढ़ें।

अनुसूची में, स्तम्भ “क्षेत्र एकाई” में शीर्षक के नीचे क्रम संख्यांक 6 के सामने “133.50” के स्थान पर “1335.50” पढ़ें।

“चमाटू ग्राम में अर्जित किए जाने वाले प्लॉट सं. “शीर्षक के नीचे पहली पंक्ति में “768.769 (भाग) के स्थान पर “767 (भाग), 768, 769 (भाग)” पढ़ें।

पृष्ठ 3 पर

पंक्ति 6 में, “2537” के स्थान पर “2587” पढ़ें।

पंक्ति 19 में, “100 (भाग) के स्थान पर “109 (भाग)” पढ़ें।

पंक्ति 35 में, “439 (भाग) के स्थान पर “430 (भाग)” पढ़ें।

पंक्ति 36 में, “436 (भाग), 438” के स्थान पर “436 (भाग) 437, 438” पढ़ें।

पंक्ति 38 में, “478 से 480 (भाग)” के स्थान पर “478 से 480” पढ़ें।

पंक्ति 44 में “1957 से 2025” के स्थान पर “1957 और 2025” पढ़ें।

पृष्ठ 4 पर—

पंक्ति 6 में, “प्लॉट सं. 34, 35, 33, 35.25, 26” के स्थान पर “प्लॉट सं. 34 35, 33, 35.26” पढ़ें।

पंक्ति 16 में, “प्लॉट सं. 1580” के स्थान पर “प्लॉट सं. 1588” पढ़ें।

पंक्ति 18 में, “775, 771” के स्थान पर “775, 773, 771” पढ़ें।

पंक्ति 19 में, “228” के स्थान पर “2528” पढ़ें।

पंक्ति 21 में, “रेखा उसराधू में प्लॉट सं. 1744, 174” के स्थान पर “रेखा मराधू ग्राम में प्लॉट संख्या 1744, 1745” पढ़ें।

पंक्ति 22 में, “768” के स्थान पर “766” पढ़ें।

पंक्ति 24 में, “440, 386, 435, 386, 435 386, 387” के स्थान पर “440, 386 435, 386, 387” पढ़ें।

कोई व्यक्ति, जो ऐसी किसी भूमि में, जिसकी बाबत उपर्युक्त संशोधन जारी किया गया है, हितबद्ध है, इस अधिसूचना के निकाले जाने से तीस दिन के भीतर उक्त अधिनियम की धारा 8 की उपधारा (1) के निबंधनों के अनुसार संपूर्ण भूमि या उक्त भूमि के किसी भाग या उक्त भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में आपत्ति कर सकेगा।

स्पष्टीकरण :

केवल इस अधिसूचना के द्वारा संशोधित प्लॉट संख्याओं की बाबत उक्त अधिनियम की धारा 8 (1) के निबंधनों के अनुसार तीस दिन की उक्त अवधि इस अधिसूचना के निकाले जाने की तारीख से आरंभ होगी।

केन्द्रीय सरकार ने उक्त अधिनियम की धारा 3 के अधीन कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कलकत्ता-700001 को अधिसूचना संख्यांक का.आ. 518 तारीख 11 जून, 1983 द्वारा सक्षम प्राधिकारी नियुक्त किया है।

[संख्या 43015/16/89-एल एस डब्ल्यू]

बी. बी. राव, अवर सचिव

New Delhi, the 8th April, 1993

S.O. 888.—Whereas by the notification of the Government of India in the Ministry of Coal Numer S.O. 835(E), dated the 6th December, 1991, published in the Gazette of India Extraordinary, Part II, Section 3, Sub-Section (ii) at pages 4 to 7, issued under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the Central Government gave notice of its intention to acquire the lands described in the Schedule appended to that notification;

And whereas it has been brought to the notice of the Central Government that certain errors have occurred in the said notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the said Act and of the other powers enabling it in this behalf, the Central Government hereby amends the said notification as follows :—

at page 5, in line 2 of paragraph 5 for “the Deputy Commissioner, Hazaribagh (Bihar)” read “the Deputy Commissioner, Chatra (Bihar)”,

in paragraph 6, for “Any person interested in the lands described in the Schedule appended to the notification may, within 30 days from the date on which the copies of this notification, as published in the Gazette of India, are made available to the general public, file objection in writing, under section 8 of the said Act, to the said competent authority with regard to the acquisition of the whole or any part of the land or any rights in or over the said lands” read “Any person interested in the lands described in the Schedule appended to this notification may, within thirty days from the date of the issue of this notification, file objection in writing, under section 8 of the said Act, to the said competent authority with regard to the acquisition of the whole or any part of the lands or any rights in or over the said land”,

In the Schedule, under Column heading “District”, against serial numbers 3 to 6, for “Hazaribagh” read “Chatra”,

in plot numbers to be acquired in village Ara, the entry in line four is deleted and in line eight, for “792 to 1983” read “792 to 1982”,

at page 6, in plot numbers to be acquired in village Saradhu, in lines, 15 and 16, for “1957 to 2025”, read “1957 and 2025”,

in boundary description, in line B-C-D, for “158” read “153” and in line D-E-F, for “met” read “meet”,
at page 7, in boundary description, in line L-M-N-O, for “1741, 1704” read “1731, 699”.

Any person interested in any land in respect of which the above amendment has been issued may, within thirty days of the issue of this notification, object to the acquisition of the whole or any part of the said land, or any rights in or over such land in terms of sub-section (1) of section 8 of the said Act.

Explanation:

In respect of plot numbers amended through this notification only, the said period of thirty days in terms of section 8(1) of the said Act starts running from the date of the issue of this notification.

The Coal Controller, 1, Council House Street, Calcutta (PIN-700001) has been appointed by the Central Government as the competent authority under section 3 of the said Act, vide notification number S.O. 518 dated the 11th June, 1983.

[No. 43015/16/89-LSW]
B. B. RAO, Under Secy.

शुद्धिपत्र

नई दिल्ली, 8 अप्रैल, 1993

का. आ. 889:—भारत के राजपत्र, तारीख 21 मितम्बर, 1992 के भाग—2 खंड—3, उपखंड (ii) में पृष्ठ क्र. 1 से 3 पर प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना क्र. का. आ. 898 (3) दिनांक 21 मितम्बर 1992 में,—

पृष्ठ क्र. 2 सीमा वर्णन में, “क—ख” में —

“रेखा डोंगानाला, चेंपाग्रामों की सम्मिलित सीमा पर बिन्दु “क” से प्रारंभ होती है और डोंगानाला, डोंगानाला—बवसाही, डोंगानाला—मुंगाडीह, डोमिया—मुंगाडीह, डोमिया—राहडीह और बिन्दु “ख” पर मिलती है”

के स्थान पर,

“रेखा डोंगानाला, चेंपा ग्रामों की सम्मिलित सीमा पर बिन्दु “क” से प्रारंभ होती है और डोंगानाला, डोंगानाला—बवसाही, डोंगानाला मुंगाडीह, डोमिया—मुंगाडीह, ग्रामों की सम्मिलित सीमा के साथ-साथ, आगे बढ़ती है और बिन्दु “ख” पर मिलती है” पढ़ें।

[सं. 43015/12/90 एलएसडब्ल्यू]

बी. बी. राव, अवर सचिव

शुद्धिपत्र

नई दिल्ली, 12 अप्रैल, 1993

का. आ. 890:—भारत के राजपत्र, दिनांक 19 मितम्बर, 1992 के भाग-II खंड 3, उपखंड (ii) में पृष्ठ क्रमांक 3774 से 3776 पर प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना का. आ. 2422 दिनांक 26 अगस्त, 1992 में:—
पृष्ठ क्रमांक 3775 पर

1. अनुसूची में ग्राम का नाम स्तम्भ के नीचे क्रमसंख्या 6 में “चिमुर रांगे” के स्थान पर “चिमुर रेंज” पढ़िए।

[सं. 43015/13/90-एल. एस. डब्ल्यू]

बी. बी. राव, अवर सचिव

शुद्धिपत्र

नई दिल्ली, 12 अप्रैल, 1993

का. आ. 891:—भारत के राजपत्र भाग 2, खंड 3 उपखंड (ii) में तारीख 19 मितम्बर, 1992 की पृष्ठ 3778 से 3781 पर प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना का. आ. सं. 2424 तारीख 26 अगस्त, 1992 में:—

पृष्ठ संख्यांक 3778 पर अधिसूचना में:—

1. रेखांक सं. सी-1 (ई)/III/ जे. जे. एम. 507-1927 के स्थान पर रेखांक सं. सी.-1 (ई)/III/ जे. जे. एम. 507—192 पढ़िए।

पृष्ठ संख्यांक 3779 पर :—

2. ग्राम पटाला में अर्जित किए जाने वाले प्लाट संख्यांक में :—

“38 भाग” के स्थान पर “39 भाग” पढ़िए।

“50” के स्थान पर “50 भाग” पढ़िए।

“135 भाग” के स्थान पर “138 भाग” पढ़िए।

“143 से 192 भाग” के स्थान पर “143 से 182” पढ़िए।

“478 से 1493” के स्थान पर “478 से 498” पढ़िए।

3. ग्राम नागलोन में अर्जित किए जाने वाले प्लाट संख्यांक में :—

“7/1—7/2, भाग 8 भाग 10” के स्थान पर

“7/1—7/2, 8 भाग, 9 भाग, 10” पढ़िए।

4. सीमा वर्णन में रेखा ख-ग में “488” के स्थान पर “478” पढ़िए।

5. सीमा वर्णन में रेखा घ-क में “183, 137” के स्थान पर “183, 184, 137” पढ़िए।

[सं. 43035/11/80-एल एस कन्स्यू]

बी. बी. राव, अवर सचिव

CORRIGENDUM

New Delhi, the 12th April, 1993

S.O. 891.—In the notification of the Government of India in the Ministry of Coal, number S.O. 2424 dated the 26th August, 1992, published at pages 3778 to 3781 of the Gazette of India, Part-II, Section 3, Sub-Section (ii), dated the 19th September, 1992; at page 3780, in the notification, in Note 3 for “notification number S.O. 8519” read “notification number S.O. 2519”.

[No. 43015/11/90-LSW]

B. B. RAO, Under Secy.

शुद्धिपत्र

नई दिल्ली, 12 अप्रैल, 1993

का.प्रा. 892 :—भारत के राजपत्र, तारीख 2 नवम्बर, 1991 के भाग-2, खंड 3, उपखंड (ii) में पृष्ठ क्रमांक 4209 से 4210 पर प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना का.प्रा. 2753 दिनांक 9 अक्टूबर, 1991 में :—
पृष्ठ सं. 4209—

अधिसूचना में—

पंक्ति-8 संलग्न के सामने, पंक्ति-8, 9 को

“अनुसूची में वर्णित 200.209 हेक्टर (लगभग) या 494.72 एकड़ (लगभग) माप की भूमि में खनिजों के खनन, खदान बौर करने, इसकी खुदाई करने और तलाश करने, उन्हें प्राप्त करने, उसपर कार्य करने और उन्हें ले जाने के” पढ़ें।

पंक्ति 10—“अधिकारी” के स्थान पर “अधिकारों” पढ़ें।

स्पष्टीकरण में—पंक्ति 6—“सूची” के स्थान पर “सुनने” पढ़ें।

पंक्ति 6—“ग” के स्थान पर “जो” पढ़ें।

पृष्ठ क्र. 4210—

अनुसूची में—

पंक्ति 4—“वनभूमि” के स्थान पर “वनभूमि” पढ़ें।

तालिका में—

क्रम संख्या के नीचे “1” पढ़ें।

क्रम संख्या 1—वन प्रकोष्ठ के नीचे “213” पढ़ें।

क्रम संख्या 1—रेज के नीचे सूरजपुर” पढ़ें।

क्रम संख्या 1—प्रभाग के नीचे दक्षिण सरगुजा पढ़ें।

क्रम संख्या 1—क्षेत्र हेक्टरों में के नीचे “30.272” पढ़ें।

क्रम संख्या 1—टिप्पणियां के नीचे “भाग” पढ़ें।

सीमा वर्णन में—

क—ख पंक्ति 2 में—वन प्रकोष्ठ संख्यांक “13, 214, 216” के स्थान पर “213, 214, 216” पढ़ें।

सीमा वर्णन में—

बिन्दु “ग” पर मिलती है...के बाद नीचे पढ़ें।

ग-घ-क रेखा वन प्रकोष्ठ संख्यांक 473, 479, 480 से होकर गुजरती है और आरम्भिक बिन्दु “क” पर मिलती है।

[सं. 43015/18/89-एल एस कन्स्यू]

बी. बी. राव, अवर सचिव

CORRIGENDUM

New Delhi, the 12th April, 1993

S.O. 892.—In the notification of the Government of India, in the Ministry of Coal number S.O. 2753 dated the 9th October, 1991, published in part II, section 3, sub-section (ii) of the Gazette of India, dated the 2nd November, 1991 at pages 4209 to 4211,—

At page 4210, in notification, in line 14, for "owers conferred by" read "powers conferred by" and in line 16, for the printing error "Go....t" read "Government".

At page 4211, in Explanation in line 1, for "It shall not be in objection" read "It shall not be an objection"; in line 9, for "give the objectoi" read "give the objector";

in line 14—for "and" read "land";

In line 26, for "unde rthis" read "under this".

In Note 3, in line 3, for printing error "U de" read "under"; in Schedule, in column heading "Division", against serial number 3, for "South Surguja" read "South Surguja";

in Boundary Description, in line heading A-B, for "Line starts from point 'A' in Korea forest division and passes through forest compartment number 480 then proceeds in south Surguja Division through forest proceeds in South Surguja Division through forest compartment numbers 213, 214, 216 and meets at point 'B', read "Line starts from point 'A' in Korea forest division and passes through forest compartment number 480 then proceeds in South Surguja Division through forest compartment number 213, 214, 216 and meets at point 'B'";

in line heading B—C, in line 1, for "ten" read "then".

[No. 43015/18/89-LSW]

B. B. RAO, Under Secy.

नई दिल्ली, 12 अप्रैल, 1993

का. आ. 893 :—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) के अधीन भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii), तारीख 22 जून, 1991 में प्रकाशित भारत सरकार के तत्कालीन ऊर्जा मंत्रालय (कोयला विभाग) की अधिसूचना सं. का.आ. 1769 तारीख 4 जून, 1991 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की 624.41 एकड़ (लगभग) या 253.61 हैक्टर (लगभग) भूमि में कोयले का पूर्वेक्षण करने के अपने आशय की सूचना दी थी;

और केन्द्रीय सरकार का यह समाधान हो गया है कि उक्त भूमि के भाग में कोयला अभिप्राप्य है ;

अतः अब केन्द्रीय सरकार उक्त अधिनियम की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इससे संलग्न अनुसूची में वर्णित 626.41 एकड़ (लगभग) या 253.61 हैक्टर (लगभग) माप की उक्त भूमि का अर्जन करने के अपने आशय की सूचना देती है।

टिप्पण 1 : इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक सं ई सीएल /आर जे एम /सी बी ए-7/92/337, तारीख 7 अप्रैल, 1992 का निरीक्षण उपायुक्त, जिला गोड्डा (बिहार) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में या निदेशक (निगम योजना और परियोजना), ईस्टर्न कोलफील्ड्स लिमिटेड, सैक्टोरिया, डाकघर दिशोरगढ़, जिला बर्दवान (पश्चिमी बंगाल) के कार्यालय में किया जा सकता है।

टिप्पण 2 : उक्त अधिनियम की धारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है जिसमें निम्नलिखित उपबंध हैं :—
अर्जन के प्रति आपत्तियां :

"8. (1) कोई व्यक्ति जो किसी भूमि में जिसकी बाबत धारा 7 के अधीन अधिसूचना निकाली गई है हितबद्ध है, अधिसूचना के निकाले जाने से तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में आपत्ति कर सकेगा।

स्पष्टीकरण—इस धारा के अर्थात्तर्गत यह आपत्ति नहीं मानी जाएगी कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिए स्वयं खनन संक्रियाएं करना चाहता है और ऐसी संक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए।

(2) उपधारा (1) के अधीन प्रत्येक आपत्ति सक्षम प्राधिकारी को लिखित रूप में की जाएगी और सक्षम प्राधिकारी आपत्तिकर्ता को स्वयं सुने जाने का या विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी अतिरिक्त जांच, यदि कोई हो, करने के पश्चात् जो वह आवश्यक समझता है वह या तो धारा 7 की उपधारा (1) के अधीन अधिसूचित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के सम्बन्ध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के सम्बन्ध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख समित विभिन्न रिपोर्टें केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।

(3) इस धारा के प्रयोजनों के लिए वह व्यक्ति किसी भूमि में हितबद्ध समझा जाएगा जो प्रतिकर में हित का दावा करने का हकदार होता यदि भूमि या ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते हैं।

टिप्पण 3 : केन्द्रीय सरकार ने कोयला नियंत्रक 1, काउंसिल हाउस स्ट्रीट, कलकत्ता को अधिनियम के अधीन सक्षम प्राधिकारी नियुक्त किया है।

अनुसूची
राजमहल कोलफील्ड्स

रेखाचित्र सं ई. सी.एल./भार.जे.एम./
सी.बी.ए.-7/92/337, तारीख 7 अप्रैल, 1992

सभी अधिकार

ब्लॉक सं 1

(अर्जित की जाने वाली भूमि वशति हुए.)

क्रम सं	मौजा (ग्राम) का नाम	थाना संख्यांक	पुलिस स्टेशन (थाना)	जिला	क्षेत्र एकड़ में	टिप्पणियां
1.	रंगमटिया	43/66	बी. डब्ल्यू. सिमरा-I	गोड्डा	249.50	संपूर्ण
2.	लान्मटिया	43	—यथोक्त—	—यथोक्त—	19.09	भाग
3.	लोहन्डिया	45	—यथोक्त—	—यथोक्त—	32.04	भाग
4.	बरा भोराह	18	बी. डब्ल्यू. सिमरा—II	—यथोक्त—	282.05	भाग
5.	बरा सिमरा	33	बीड. डब्ल्यू. सिमरा-I	—यथोक्त—	34.01	भाग
कुल					616.69 एकड़ (लगभग)	
					या	
					249.67 हेक्टर (लगभग)	

1. मौजा रंगमटिया में अर्जित किए जाने वाले प्लॉट संख्यांक :—

1

2. मौज्जा लालमटिया में अर्जित किए जाने वाले प्लेट संख्यांक :—

99, 100 और 103 से 120

3. मौजा लोहन्डिया में अर्जित किए जाने वाले प्लॉट संख्यांक :—

232, 234, 236 से 245, 248, 333 से 338, 342, 343, 344 और 349 से 403

4. मीजा बरा भोराह में अर्जित किए जाने वाले प्लाट संख्यांक :—

1 से 111, 112 (भाग), 113 (भाग), 116 से 164, 716 से 755, 757, 758, 759 (भाग), 761, 762, 763, 764, 825, 826, 829, 830, 834, 835, 836, 837 (भाग), 838 से 993, 994 (भाग), 995 से 1101, 1110 से 1115, 1117, 1118, 1119, 1120, 1121, 1140 से 1144, 1149, 1150, 1151, 1152, 1153, 1156 से 1229, 1482, 1483, 1484, 1485 (भाग), 1486 से 1499, 1536 से 1604, 1612 से 1622, 1625, 1626, 1627, 1628, 1633, 1634 (भाग), 1183/2485 और 1196/2489

5. मौज्जा बरा सिमरा में अर्जित किए जाने वाले प्लाट संख्यांक

687 (भाग), 688 से 769 और 785 से 794 ।

सीमा वर्णन

क 1-क 2-क 3

रेखा, मौजा रंगमटिया सं. 43/66 और मौजा लालमटिया सं० 43 की संयुक्त सीमा रेखा के साथ साथ जाती है और जैसा कि रेखांक पर अंकित है, बिन्दु क-3 पर मिलती है।

क 3-क 4

रेखा, मौजा लालमटिया के प्लॉट सं० 76 की पूर्वी, उत्तरी और दक्षिणी रेखा के साथ-साथ जाती है और जैसा कि रेखांक पर अंकित है, बिन्दु क-4 पर मिलती है।

क 4-क 5

रेखा, मौजा लालमटिया और इकईता की संयुक्त सीमा रेखा के साथ-साथ जाती है और जैसा कि रेखांक पर अंकित है, तीनों मौजों लालमटिया, इकईता और लोहन्डिया के मिलने के स्थान बिन्दु क 5 पर मिलती है।

- क5-क6 रेखा, मौजा लोहन्डिया के प्लाट सं० 235 और 233 की दक्षिणी और पूर्वी रेखा, प्लाट सं० 231 और 246 की दक्षिणी रेखा, प्लाट सं० 247 की दक्षिणी और पूर्वी रेखा, प्लाट सं० 249 की दक्षिणी रेखा के साथ-साथ जाती है और जैसा कि रेखांक पर अंकित है, बिन्दु क-6 पर मिलती है।
- क6-क7 रेखा, मौजा लोहन्डिया के प्लाट सं० 321, 332, 330, 329, 328, 327 की पश्चिमी रेखा प्लाट सं० 339 की पश्चिमी और दक्षिणी रेखा, प्लाट सं० 341, 345, 346, 347 की पश्चिमी रेखा, प्लाट सं० 348 की पश्चिमी और दक्षिणी रेखा, प्लाट सं० 415 की पश्चिमी रेखा, प्लाट सं० 414 की पश्चिमी और दक्षिणी रेखा, प्लाट सं० 413 की दक्षिणी रेखा, प्लाट सं० 410, 406, 405, 404 की पश्चिमी रेखा के साथ-साथ जाती है और जैसा कि रेखांक पर अंकित है व बिन्दु क7 पर मिलती है।
- क7-क8-क9 रेखा मौजा बरा भौराई के प्लाट सं० 111 की पूर्वी रेखा, प्लाट सं० 109 की उत्तरी रेखा के साथ-साथ जाती है, प्लाट सं० 112, 113 से होकर जाती है। रेखा प्लाट सं० 115, 197, 196 की पश्चिमी और दक्षिणी रेखा, प्लाट सं० 167, 166 की पश्चिमी रेखा से होकर जाती है, प्लाट सं० 165, 171 की पश्चिमी और दक्षिणी रेखा के साथ-साथ जाती है, प्लाट सं० 172 की पश्चिमी रेखा के साथ-साथ जाती है, सिमरा बोरीजोर लोक निर्माण विभाग सड़क के पास-पास जाती है, प्लाट सं० 715, 714, 711 की पश्चिमी रेखा में से होकर जाती है, प्लाट सं० 756 की पश्चिमी और दक्षिणी रेखा, प्लाट सं० 710, 759, 760, 769, 765, 767 की पश्चिमी रेखा के साथ-साथ जाती है और प्लाट सं० 837 की रेखा से होकर जाती है, प्लाट सं० 833 की पश्चिमी और दक्षिणी रेखा, प्लाट सं० 832, 831 की दक्षिणी रेखा, प्लाट सं० 822 की पश्चिमी रेखा, प्लाट सं० 828 की उत्तरी और पश्चिमी रेखा से होकर जाती है, प्लाट सं० 827, 824 की पश्चिमी रेखा के साथ-साथ जाती है और प्लाट सं० 994, प्लाट सं० 1605 की पश्चिमी रेखा, प्लाट सं० 1606 की पश्चिमी और दक्षिणी रेखा, प्लाट सं० 1608, 1609, 1611 की पश्चिमी रेखा, प्लाट सं० 1623 की पश्चिमी और दक्षिणी रेखा, प्लाट सं० 1624 की दक्षिणी रेखा से होकर जाती है, रेखा प्लाट सं० 1629 की उत्तरी और पश्चिमी रेखा के साथ-साथ जाती है और जैसा कि रेखांक पर अंकित है, बिन्दु क-9 पर मिलती है।
- क9-क10 रेखा, मौजा बरा भौराई के प्लाट सं० 1632 की उत्तरी और पश्चिमी रेखा, प्लाट सं० 1631 की पश्चिमी रेखा के साथ-साथ जाती है और प्लाट सं० 1639, 1535 की उत्तरी और पश्चिमी रेखा, प्लाट सं० 1533 की उत्तरी रेखा के साथ-साथ जाती है, प्लाट सं० 1532, 2487, 1505 की उत्तरी और पश्चिमी रेखा प्लाट सं० 1504 की उत्तरी रेखा, प्लाट सं० 1500 की उत्तरी और पश्चिमी रेखा के साथ-साथ जाती है, प्लाट सं० 1501, 1455 के साथ-साथ जाती है और जैसा कि रेखांक पर अंकित है, बिन्दु क-10 पर मिलती है।
- क10-क11 रेखा, मौजा बरा भौराई के प्लाट सं० 1485 से होकर जाती है, प्लाट सं० 1481, 1230, 1231, 1232, 1233, 1139, 2485, 1138 की उत्तरी रेखा के साथ-साथ जाती है और प्लाट सं० 1155 की पूर्वी और उत्तरी रेखा के साथ-साथ जाती है, प्लाट सं० 1154, 1147, 1148, 1122, 1124, 1116, 1109, 1106 की उत्तरी रेखा से होकर जाती है और प्लाट सं० 1102 और 1105 की उत्तरी और पश्चिमी रेखा के साथ-साथ जाती है और जैसा कि रेखांक पर अंकित है, बिन्दु क-11 पर मिलती है।
- क11-क12 रेखा, मौजा बरा भौराई और बरा सिमरा की संयुक्त सीमा रेखा से प्रारम्भ होती है और प्लाट सं० 807, 806, 796 की उत्तरी रेखा के साथ-साथ जाती है, प्लाट सं० 795, 784 की उत्तरी और पश्चिमी रेखा के साथ-साथ जाती है, प्लाट सं० 776 की पूर्वी, उत्तरी और पश्चिमी रेखा के साथ-साथ जाती है, प्लाट सं० 777, 778, 775, 774, 773, 770 के साथ-साथ जाती है और जैसा कि रेखांक पर अंकित है, बिन्दु क-12 पर मिलती है।
- क12-क13 रेखा, मौजा बरा भौराई और बरा सिमरा की संयुक्त सीमा रेखा के साथ-साथ जाती है और मौजा बरा भौराई और बरा सिमरा की संयुक्त सीमा रेखा के साथ-साथ जाती है और जैसा कि रेखांक पर अंकित है, मौजा बरा सिमरा, बरा भौराई, रंगमटिया की त्रिक-सीमा रेखा "क 13" पर मिलती है।

- क13-क14 रेखा, मौजा बरा सिमरा और रंगमटिया की संयुक्त सीमा रेखा के साथ-साथ जाती है और मौजा रंगमटिया, बरा सिमरा और हिजुकिता की त्रिक-सीमा रेखा के बिन्दु क14 पर मिलती है।
- क14-क15 रेखा, मौजा रंगमटिया और हिजुकिता की संयुक्त सीमा रेखा के साथ-साथ जाती है और मौजा रंगमटिया, हिजुकिता और लखमटिया की त्रिक सीमा रेखा क 15 पर मिलती है।
- क15-क1 रेखा, मौजा रंगमटिया और लखमटिया की संयुक्त सीमा रेखा के साथ-साथ जाती है और प्रारम्भिक बिन्दु क1 पर मिलती है।

अनुसूची

ब्लॉक सं० 2

सभी अधिकार

क्रम सं०	मौजा (ग्राम) का नाम	थाना संख्यांक	पुलिस स्टेशन (थाना)	जिला	क्षेत्र एकड़ों	टिप्पणियां
1.	बरा सिमरा	33	बी. डब्ल्यू० सिमरा-1	गोड्डा	9.72	भाग
				कुल	9.72	एकड़ (लगभग)
						या
					3.94	हेक्टर (लगभग)

1. मौजा बरा सिमरा में अर्जित किए जाने वाले प्लॉट संख्यांक :

949, 954, 955 और 956

सीमा वर्णन :

- ख1-ख2 रेखा, मौजा बरा सिमरा के प्लॉट सं० 971 के पूर्वी और उत्तरी बिन्दु से प्रारम्भ होती है और प्लॉट सं० 938 का दक्षिणी रेखा, प्लॉट सं० 953 की पश्चिमी दक्षिणी रेखा, प्लॉट सं० 950 की दक्षिणी रेखा के साथ-साथ जाती है और जैसा कि रेखांक पर अंकित है, बिन्दु "ख2" पर मिलती है।
- ख2-ख3 रेखा, मौजा बरा सिमरा के प्लॉट सं० 948, 1040 की पश्चिमी रेखा के साथ-साथ प्रारम्भ होती है और जैसा कि रेखांक पर अंकित है, ख3 पर मिलती है।
- ख3-ख4 रेखा, मौजा बरा सिमरा के प्लॉट सं० 1040 के साथ-साथ प्रारम्भ होती है और जैसा कि रेखांक पर अंकित है, बिन्दु ख4 पर मिलती है।
- ख4-ख1 रेखा, मौजा बरा सिमरा के प्लॉट सं० 1046 की पूर्वी रेखा के प्रारम्भ होकर प्लॉट सं० 957, 958 की पूर्वी और उत्तरी रेखा, प्लॉट सं० 959, 971 की पूर्वी रेखा के साथ-साथ जाती है और जैसा कि रेखांक पर अंकित है, बिन्दु ख1 पर मिलती है।

[सं० 43015/1/91-एल.एस.डब्ल्यू.]

बी०बी० राय, अवर सचिव

New Delhi, the 12th April, 1993

S.O. 893.—Whereas by the notification of the Government of India in the then Ministry of Energy (Department of Coal), number S.O. 1769, dated the 4th June, 1991 published in the Gazette of India, Part II, Section 3, Sub-section (ii) dated the 22nd June, 1991 under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the Central Government gave notice of its intention to prospect for coal in 626.41 acres (approximately) or 253.61 hec-

tares (approximately) of the lands in the locality specified in the Schedule annexed to that notification;

And, whereas, the Central Government is satisfied that coal is obtainable in all the said lands;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire the said lands measuring 626.41 acres (approximately) or 253.61 hectares (approximately) described in the Schedule annexed hereto.

A7-A8-A9.—Line passes alongwith eastern line of plot number 111, northern line of plot number 109, passes through plot numbers 112, 113, line passes through western and southern line of plot numbers 115, 197, 196, western line of plot numbers 167, 166 alongwith western and southern line of plot numbers 165, 171, passes alongwith western line of plot number 172 of Mouza Bara Bhorai, passes side by side of Simra Boarijore P.W.D. road, passes through western line of plot numbers 715, 714, 711, passes alongwith western and southern line of plot number 756, passes alongwith western line of plot numbers 710, 759, 760, 769, 765, 767 and passes though the line of plot number 837, passes through western and southern line of plot number 833, southern line of plot numbers 832, 831, western line of plot number 822, northern and western

line of plot number 828, passes alongwith western line of plot numbers 827, 824 and passes through plot number 994, western line of plot number 1605, western and southern line of plot number 1606, western line of plot numbers 1608, 1609, 1611, western and southern line of plot number 1623, southern line of plot number 1624, line passes alongwith northern and western line of plot number 1629 and meets at point 'A9' as delineated on plan.

A9-A10.—Line passes alongwith northern and western line of plot number 1632 of Mouza Bara Bhorai, western line of plot number 1631 and passes alongwith northern and western line of plot numbers 1639, 1535, northern line of plot number 1533, passes alongwith northern and western line of plot numbers 1532, 2487, 1505, northern line of plot number 1504, northern and western line of plot number 1500, passes alongwith plot numbers 1501, 1455 and meets at point 'A10' as delineated on plan.

A10-A11.—Line passes through plot number 1485 of mouza Bara Bhorai, passes alongwith northern line of plot numbers 1481, 1230, 1231, 1232, 1233, 1139, 2485, 1138 and passes alongwith eastern and northern line of plot number 1155, passes through northern line of plot numbers 1154, 1147, 1148, 1122, 1124, 1116, 1109, 1106 and passes alongwith northern and western line of plot numbers 1102 and 1105 and meets at point 'A11' as delineated on plan.

A11-A12.—Line starts from the joint boundary line of mouza Bara Bhorai and Bara Simra and passes alongwith northern line of plot numbers 807, 806, 796, passes alongwith northern and western line of plot numbers 795, 784, passes alongwith eastern, northern and western line of plot number 776, passes alongwith plot numbers 777, 778, 775, 774, 773, 770 and meets at point 'A12' as delineated on plan.

A12-A13.—Line passes alongwith northern boundary line of Godda-Boarijore P.W.D. road and passes alongwith joint boundary line of mouza Bara Bhorai and Bara Simra and meets at Trio boundary line 'A13' of mouza Bara Simra, Bara Bhorai, Rangmatia as delineated on plan.

A13-A14.—Line passes alongwith joint boundary line of mouza Bara Simra and Rangamatia and meets at point 'A14' of trio boundary line of mouza Rangamatia, Bara Simra and Hijukitta.

A14-A15.—Line passes alongwith joint boundary line of mouza Rangamatia and Hijukitta and meets at 'A15' trio boundary line of mouza Rangamatia, Hijukitta and Lalmatia.

A15-A1.—Line passes alongwith joint boundary line of mouza Rangamatia and Lalmatia and meets at starting point 'A1'.

SCHEDULE

Block No. II

All Rights

Serial number	Name of Mouza (Village)	Thana number	Police Station (Thana)	District	Area in acres	Remarks
1.	Bara Simra	33	BW-Simra-I	Gooda	9.72	Part
					9.72 acres (approximately) or 3.94 hectares (approximately)	

1. Plot numbers to be acquired in Mouza Bara Simra : 949, 954, 955 and 956.

Boundary description :

B1-B2.—Line starts from Eastern and northern point of plot number 971 of mouza Bara Simra and passes alongwith southern line of plot number 938, western southern line of plot number 953 alongwith southern line of plot number 950 and meets at point 'B2' as delineated on plan.

B2-B3.—Line starts alongwith western line of plot numbers 948, 1040 of mouza Bara Simra and meets at 'B3' as delineated on plan.

B3-B4.—Line starts alongwith plot number 1040 of mouza Bara Simra and meets at point 'B4' as delineated on plan.

B4-B1.—Line starts though eastern line of plot number 1046 of mouza Bara Simra alongwith eastern and northern line of plot numbers 957, 958 alongwith eastern line of plot numbers 959, 971 and meets at point 'B1' as delineated on plan.

[No. 43015/1/91-LSW]

B. B. RAO, Under Secy.

सूचिपत्र

नई दिल्ली, 15 अप्रैल, 1993

कां.ग्रां. 894:—भारत के राजपत्र, तारीख 28 नवम्बर 1992 के भाग-2 खंड-3, उपखंड (1) में पृष्ठ संख्या 4416 से 4417 पर प्रकाशित भारत सरकार कोयदा मंत्रालय की अधिसूचना कां.ग्रां. संख्या 2939 तारीख 23 नवम्बर, 1992 में—
पृष्ठ क्रमांक 4417,

तालिका में, ग्राम स्तम्भ के नीचे

क्रम संख्या 3	"सेला" के स्थान पर "सैला" पढ़ें।
क्रम संख्या 6	"कराझरिया" के स्थान पर "केराझरिया" पढ़ें।
क्रम संख्या 7	"माली" के स्थान पर "पाली" पढ़ें।
क्रम संख्या 8	"नानागुलाली" के स्थान पर "नानपुलाली" पढ़ें।
तहसील स्तम्भ के नीचे	"कटकोरा" के स्थान पर "कटघोरा" पढ़ें।
क्रमांक संख्या 8, 9 में—	
क्षेत्र हेक्टर में, स्तम्भ के नीचे,	
क्रम संख्या 4	"589.406" के स्थान पर "539.406" पढ़ें।
क्रम संख्या 7	"263.85" के स्थान पर "263.857" पढ़ें।

सीमा वर्णन में, रेखा ख—ग

पंक्ति—1 “रंगीले” के स्थान पर “रंगोले” पढ़ें और जहाँ कहीं भी रंगीले शब्द प्रयुक्त हुआ है, उसके स्थान पर रंगोले पढ़ें।

पंक्ति—2 बिन्दु “न” के स्थान पर बिन्दु “ग” पढ़ें।

रेखा “घ : क” के स्थान पर “घ—ड—क” पढ़ें।

[सं० 43015/17/90—एल.एस.डब्ल्यू.]

जी०बी० राव, प्रवर सचिव

CORRIGENDUM

New Delhi, the 15th April, 1993

S.O. 894.—In the notification of the Government of India in the Ministry of Coal number S.O. No. 2939 dated the 23rd November, 1992, published at pages 4416 to 4418 of the Gazette of India, Part II, Section 3, Sub-Section (ii), dated 28th November, 1992,—

at page 4418,—

(i) in Schedule, in “Total”, for “acrea” read “acres”;

(ii) in Boundary Description,—

(a) against line heading B-C, in line 1, for “norther” read “northern” and in line 3, for “Dumarkachhar” read “Dumarkuchhar”;

(b) against line heading D-E-A, in line 2, for “Karajharia” read “Kerajharia”.

[No. 43015/17/90-LSW]

B. B. RAO, Under Secy.

शुद्धि पत्र

नई दिल्ली, 15 अप्रैल, 1993

का०ग्रा० 895 :—भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii) में तारीख 19 सितम्बर, 1992 को पृष्ठ 3770 से 3772 पर प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना का० ग्रा० सं० 2419 तारीख 25 अगस्त, 1992 में :—

पृष्ठ 3771 पर सीमा वर्णन में रेखा ग—घ—ड में “ग—घ—ड” के स्थान पर “ग—घ—ड—च” और 45, 48, 48” के स्थान पर “45, 46, 48” पढ़िए।

[का०सं० 43015/13/91—एल.एस. डब्ल्यू.]

जी०बी० राव, प्रवर सचिव

CORRIGENDUM

New Delhi, the 15th April, 1993

S.O. 895.—In the notification of the Government of India in the Ministry of Coal number S.O. 2419 dated the 25th August, 1992 published at pages 3770 to 3772 of the Gazette of India Part II, Section 3, Sub-Section (ii) dated the 19th September, 1992,—

(1) at page 3771, in third para, for “66.39 hectares (approximately) or 164.06 acres (approximately) or 164.06 acres (approximately) or 164.06 acres (approximately)” read “66.39 hectares (approximately) or

164.06 acres (approximately) described in the Schedule appended hereto should be acquired;”

(2) at page 3772,—

(i) in Plot numbers acquired in village Chargaon, for “34” read “84”;

(ii) in Boundary description, in line heading A-B-C,

(a) in line four, for “when” read “then”;

(b) in line six, for “need” read “read”.

[No. 43015/13/91-LSW]

B. B. RAO, Under Secy.

नई दिल्ली, 15 अप्रैल, 1993

का०ग्रा० 896 :—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 30) की धारा 4 की उपधारा (1) के अधीन निकाली गई और भारत के राजपत्र, भाग-2, खंड 3, उपखंड (ii), तारीख 11 जुलाई, 1992 में पृष्ठ में 2985 से 2986 पर प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना सं० का० ग्रा० 1823 तारीख 4 जून, 1992 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की 80.05 हेक्टेर (लगभग) या 197.81 एकड़ (लगभग) भूमि में कोयले का पूर्वोक्षण करने के अपने आशय की सूचना दी थी :

2. और केन्द्रीय सरकार का यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में वर्णित उक्त भूमि के भाग में कोयला अभिप्राप्य है।

3. केन्द्रीय सरकार ने कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कलकत्ता (पिन 700 001) को अधिसूचना संख्यांक का०ग्रा० 2519, तारीख 11 जून, 1983 द्वारा उक्त अधिनियम की धारा 3 के अधीन सख्त प्राधिकारी नियुक्त किया है।

4. अतः अधि केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए इससे संलग्न अनुसूची में वर्णित 73.75 हेक्टर (लगभग) या 182.24 एकड़ (लगभग) माप की सभी अधिकार वाली भूमि का अर्जन करने के अपने आशय की सूचना देती है।

5. इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक सं० सी-1 (ई)/III/जे०जे०एम०आर० 522-0892 तारीख 28 अगस्त, 1992 का निरीक्षण क्लक्टर, चन्द्रपुर (पिन-442401) महाराष्ट्र के कार्यालय में या कोयला नियंत्रक 1, कार्टसिल हाउस स्ट्रीट कलकत्ता (पिन-700001) के कार्यालय में या वेस्टर्न कोलकोल्ड्स लिमिटेड (राजस्व अनुभाग) कोयला इस्टेट सिविल लाइन्स, नागपुर-440 001 (महाराष्ट्र) के कार्यालय में किया जा सकता है।

6. इस अधिसूचना से संलग्न अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति इस अधिसूचना के निकाले जाने से तीस दिन के भीतर संपूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में उक्त सक्षम प्राधिकारी को उक्त अधिनियम की धारा 8 के अधीन, लिखित में आक्षेप फाइल कर सकेगा।

अनुसूची :

तेलवासा विस्तार ब्लॉक

माजरी क्षेत्र

जिला चन्द्रपुर (महाराष्ट्र)

(रेखांक संख्यांक सी-1(ई) III/जे०जे०एम०आर०/522-0892 तारीख 28 अगस्त, 1992)

सभी अधिकार

क्रम सं०	ग्राम का नाम	पटवारी सफिल सं०	तहसील	जिला क्षेत्र हेक्टर में	हेक्टर	टिप्पणियाँ
1.	चारगांव	28	भद्रावती	चन्द्रपुर	73.75	भाग
		कुल क्षेत्र			73.75 हेक्टर	(लगभग) या 182.24 एकड़ (लगभग)

ग्राम चारगांव में अर्जित किए जाने वाले प्लॉट संख्यांक

171 से 177, 199, 200/1-2, 217/1, 218, 219/1-2, 220 से 225, 233, 234/1-2, 235, 236/1-2-3, 237, 238/1-2-3-4, 239 से 241, 242/1-2, 243/1-2-3-4, 244, 245, 246/1-2-3, 247, सड़क (भाग) नाला।

सीमा वर्णन :

क-ख	रेखा बिन्दु "क" से प्रारम्भ होती है और चारगांव और डोरवासा ग्रामों की सम्मिलित ग्राम सीमा के साथ-साथ जाती है और बिन्दु "ख" पर मिलती है।
ख-ग	रेखा चारगांव और डोरवासा ग्रामों की सम्मिलित ग्राम सीमा के साथ-साथ जाती है और बिन्दु "ग" पर मिलती है।
ख-ग :	रेखा, चारगांव और डोरवासा ग्रामों की सम्मिलित ग्राम सीमा के साथ-साथ जाती है और बिन्दु "ग" पर मिलती है।
ग-घ :	रेखा ग्राम चारगांव में प्लॉट संख्यांक 199, 177 की बाहरी सीमा के साथ-साथ जाती है और बिन्दु "घ" पर मिलती है।
घ-ङ :	रेखा ग्राम चारगांव में प्लॉट संख्यांक 177, 173, 172, 171 की बाहरी सीमा के साथ-साथ होकर जाती है और बिन्दु "ङ" पर मिलती है।
ङ-च :	रेखा, ग्राम चारगांव में प्लॉट संख्यांक 171, 174, 185, 200/1-2, 217/1 की बाहरी सीमा के साथ-साथ होकर जाती है, सड़क को पार करती है, फिर प्लॉट संख्यांक 225, 233, 234/1-2 की बाहरी सीमा नाला प्लॉट संख्यांक 247 के साथ-साथ जाती है और बिन्दु "च" पर मिलती है।
च-क :	रेखा बर्धा नदी के किनारे के साथ-साथ जाती है और ग्राम चारगांव में प्लॉट संख्यांक 247, 236/1-2-3, 237, 238/1-2-3-4, 239, 240, 241, 242/1-2, 243/1-2-3-4, 245 की बाहरी सीमा के साथ-साथ होकर जाती है और प्रारम्भिक बिन्दु "क" पर मिलती है।

[फा.सं. 43015/1/92-एन एन डब्ल्यू]

बी.बी.राव अवसर सचिव

New Delhi, the 15th April, 1993

S.O. 896.—Whereas by the notification of the Government of India in the Ministry of Coal No. S.O. 1823 dated the 4th June, 1992, issued under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), published in Part-II, Section 3, Sub-Section (ii) of the Gazette of India dated the 11th July, 1992 at pages 2985 to 2987, the Central Government gave notice of its intention to prospect for coal in 80.05 hectares (approximately) or 197.81 acres (approximately) of the lands in the locality specified in the Schedule annexed to that notification;

2. And whereas the Central Government is satisfied that coal is obtainable in a part of the said lands described in the Schedule appended to this notification;

3. And whereas the Coal Controller, 1, Council House Street, Calcutta (Pin-700 001) has been appointed by the Central Government as the competent authority under Section 3 of the said Act, vide notification No. S.O. 2519 dated the 11th June, 1983.

4. Now, therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire the lands measuring 73.75 hectares (approximately) or 182.24 acres (approximately) in All Rights, described in the Schedule appended hereto.

5. The plan bearing number C-1(E)/III/JJMR/522-0892 dated the 28th August, 1992, of the area covered by this notification may be inspected in the Office of the Collector, Chandrapur (Pin-442 401) (Maharashtra) or in the office of the Coal Controller, 1, Council House Street, Calcutta (Pin-700 001) or in the Office of the Western Coalfields Limited (Revenue Section), Coal Estate, Civil Lines, Nagpur-440 001 (Maharashtra).

6. Any person interested in the lands described in the Schedule appended to this notification may, within thirty days of the issue of this notification file objection in writing under section 8 of the said Act, to the said competent authority with regard to the acquisition of the whole or any part of the lands or any rights in or over the said lands.

THE SCHEDULE
TELWASA EXTENSION BLOCK
MAJRI AREA

DISTRICT CHANDRAPUR (MAHARASHTRA)

(Plan number C-1(E)/III/JJMR/522-0892 dated the 28th August, 1992)

ALL RIGHTS

Serial Name of Village Number	Patwari circle number	Tahsil	District	Area in hectares	Remarks
1. Chargaon	28	Bhadrawati	Chandrapur	73.75	Part
Total area:				73.75 hectares (approximately)	
				or 182.24 acres (approximately)	

Plot numbers to be acquired in village Chargaon :

171 to 177, 199, 200/1-2, 217/1, 218, 219/1-2, 220 to 225, 233, 234/1-2, 235 236/1-2-3, 237, 238/1-2-3-4, 239 to 241, 242/1-2, 243/1-2-3-4, 244, 245, 246/1-2-3, 247, Road (Part), Nallah.

Boundary description :

A-B.—Line starts from point 'A' and passes along the common village boundary of villages Chargaon and Telwasa and meets at point 'B'.

B-C.—Line passes along the common village boundary of villages Chargaon and Dhorwasa and meets at point 'C'.

C-D.—Line passes through village Chargaon along the outer boundary of plot numbers 199, 177 and meets at point 'D'.

D-E.—Line passes through village Chargaon along the outer boundary of plot numbers 177, 173, 172, 171, and meets at point 'E'.

E-F.—Line passes through village Chargaon along the outer boundary of plot numbers 171, 174, 175, 200/1-2, 217/1, crosses road, then proceeds along the outer boundary of plot numbers 225, 233, 234/1-2, nallah, plot number 247 and meets at point 'F'.

F-A.—Line passes along the bank of Wardha river and passes through village Chargaon along the outer boundary of plot numbers 247, 236/1-2-3, 237, 238/1-2-3-4, 239, 240, 241, 242/1-2, 243/1-2-3-4, 245 and meets at starting point 'A'.

[No. 43015/1/92-LSW]

B. B. RAO, Under Secy.

आदेश

नई दिल्ली, 15 अप्रैल, 1993

कां०आ० 897 :—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) धारा 9 की उपधारा (1) के अधीन निकाली गई भारत सरकार के कोयला मंत्रालय की अधिसूचना सं० कां०आ० 1898 तारीख 2 जुलाई, 1992 के, भारत के राजपत्र, भाग-2, खंड 3, उपबंड (ii) तारीख 18 जुलाई, 1992 में प्रकाशित होने पर, उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि या ऐसी भूमि में या उस पर के अधिकार (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है) उक्त अधिनियम की धारा 10 की उपधारा (1) के अधीन, सभी विस्तरगमों से मुक्त होकर, आत्यंतिक रूप से केन्द्रीय सरकार निहित हो गए थे;

और, केन्द्रीय सरकार का यह समाधान हो गया है कि वेस्टर्न कोलफील्ड्स लिमिटेड, नागपुर इसमें इसके पश्चात् सरकारी कंपनी कहा गया है ऐसे निबंधनों और शर्तों का, जो केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिए रजामंद है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निवेश देती है कि इस प्रकार निहित उक्त भूमि या ऐसी भूमि में या उस पर के अधिकार, तारीख 18 जुलाई, 1992 से केन्द्रीय

सरकार में इस प्रकार निहित बने रहने की वजाय, निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए, सरकारी कम्पनी में निहित हो जाएंगे, अर्थात् :—

- (1) सरकारी कम्पनी, उक्त अधिनियम के उपबंधों के अधीन अवधारित प्रतिकर, ब्याज, नुकसानी और वैसे ही मदों को बाबत किए गए सभी संदायों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी;
- (2) सरकारी कम्पनी द्वारा शर्त (1) के अधीन, केन्द्रीय सरकार को संदेय रकमों का अवधारण करने के प्रयोजन के लिए एक अधिकरण का गठन किया जाएगा तथा ऐसे किसी अधिकरण और ऐसे अधिकरण की सहायता के लिए नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय, सरकारी कम्पनी वहन करेगी और इसी प्रकार, इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के लिए या उनके संबंध में सभी विधिक कार्यवाहियों, जैसे अपील, आदि को बाबत उपगत सभी व्यय भी, सरकारी कम्पनी वहन करेगी;
- (3) सरकारी कम्पनी, केन्द्रीय सरकार या उसके पदधारियों की, ऐसे किसी अन्य व्यय के संबंध में, जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के बारे में, केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो, क्षतिपूर्ति करेगी;
- (4) सरकारी कम्पनी को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, उक्त भूमि किसी अन्य व्यक्ति को अंतरित करने की शक्ति नहीं होगी; और
- (5) सरकारी कम्पनी, ऐसे निदेशों और शर्तों का, जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हों, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिए जाएं या अधिरोपित की जाएं, पालन करेगी।

[फा०सं० 43015/15/89-एलएस.डब्ल्यू.]

बी०बी० राव, अवसर सचिव

ORDER

New Delhi, the 15th April, 1993

S.O. 897.—Whereas on the publication of the notification of the Government of India in the Ministry of Coal number S.O. 1898 dated the 2nd July, 1992 in the Gazette of India, Part II, Section 3, Sub-Section (ii) dated the 18th July, 1992, issued under Sub-section (1) of Section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the lands and all rights in or over such lands described in the Schedule appended to the said notification (hereinafter referred to as the said land) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of section 10 of the said Act;

And whereas the Central Government is satisfied that the Western Coalfields Limited, Nagpur (hereinafter referred to as the Government Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 11 of the said Act, the Central Government hereby directs that the said lands and all rights in or over such land so vested shall, with effect from the 18th July, 1992, instead of continuing to so vest in the Central Government, vest in the Government Company, subject to the following terms and conditions, namely :—

1. The Government company shall reimburse the Central Government all payments made in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act;
2. A tribunal shall be constituted for the purpose of determining the amounts payable to the Central Government by the Government Company under condition (1) and all expenditure incurred in connection with any such tribunal and persons appointed to assist the tribunal shall be borne by the Government company and, similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc. for or in connection with the rights, in or over the said land, so vesting shall also be borne by the Government company;

3. The Government Company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the rights in or over the said lands so vesting;
4. The Government Company shall have no power to transfer the said lands to any other person without the previous approval of the Central Government; and
5. The Government company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said land as and when necessary.

[No. 43015/15/89-LSW]

B. B. RAO, Under Secy

नई दिल्ली, 15 अप्रैल, 1993

का.भा. 898.—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) धारा 9 की उपधारा (1) के अधीन निकाली गई भारत सरकार के तत्कालीन ऊर्जा मंत्रालय (कोयला विभाग) की अधिसूचना संख्यांक का. भा. 802, तारीख 7 मार्च, 1990 के, भारत के राजपत्र, भाग-2 खंड 3, उपखंड (ii) तारीख 31 मार्च, 1990 में प्रकाशित होने पर, उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि या ऐसी भूमि में या उस पर के अधिकार (जिसे इसमें इसके पश्चात उक्त भूमि कहा गया है) उक्त अधिनियम की धारा 10 की उपधारा (1) के अधीन, सभी विस्लंगों से मुक्त होकर, आत्यंतिक रूप से केन्द्रीय सरकार में निहित हो गए थे ;

और केन्द्रीय सरकार का यह समाधान हो गया है कि वेस्टर्न कोलफील्ड्स लि., नागपुर (जिसे इसमें इसके पश्चात् सरकारी कंपनी कहा गया है), ऐसे निबंधनों और शर्तों का, जो केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिए राजामंद है ;

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निवेश देती है कि इस प्रकार निहित उक्त भूमि या ऐसी भूमि में या उस पर के अधिकार तारीख 31 मार्च, 1990 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने की बजाय, निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए, सरकारी कंपनी में निहित हो जाएंगे, अर्थात् :-

- (1) सरकारी कंपनी उक्त अधिनियम के उपबंधों के अधीन अवधारित प्रतिकर, ध्याज, नुकसानों और वैसी ही मदों की बाबत किए गए सभी संवायों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी ;
- (2) सरकारी कंपनी द्वारा शर्त (1) के अधीन, केन्द्रीय सरकार को संदेय रकमों का अवधारण करने के प्रयोजन के लिए एक अधिकरण का गठन किया जाएगा तथा ऐसे किसी अधिकरण और ऐसे अधिकरण की सहायता के लिए नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय, सरकारी कंपनी वहन करेगी और इसी प्रकार, इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के लिए या उनके संबंध में सभी विधिक कार्यवाहियों, जैसे अपील, आदि की बाबत उपगत सभी व्यय भी, सरकारी कंपनी वहन करेगी ;
- (3) सरकारी कंपनी, केन्द्रीय सरकार या उसके पदाधारियों की, ऐसे किसी अन्य व्यय के संदर्भ में, जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के बारे में केन्द्रीय सरकार या उसके पदाधारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो, क्षतिपूर्ति करेगी ;
- (4) सरकारी कंपनी को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, उक्त भूमि किसी अन्य व्यक्ति को अंतरित करने की शक्ति नहीं होगी ; और
- (5) सरकारी कंपनी, ऐसे निवेशों और शर्तों का, जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हों, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिए जाएं या अधिरोपित की जाएं पालन करेगी ।

[फा. सं. 43015/13/87 - एल.एस.डब्ल्यू]

बी. बी. राव, अवसर सचिव

New Delhi, the 15th April, 1993

S.O. 898.—Whereas on the publication of the notification of the Government of India in the then Ministry of Energy (Department of Coal number S.O. 802, dated the

March, 1990 in the Gazette of India, Part-II, Section 3, Sub-Section (ii) dated the 31st March, 1990, issued under sub-section (1) of Section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the lands rights, in or over such lands as described in the Schedules appended to the said notification (hereinafter referred to as the said lands) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of section 10 of the said Act;

And whereas the Central Government is satisfied that the Western Coalfields Limited, Nagpur (hereinafter referred to as the Government company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 11 of the said Act, the Central Government hereby directs that the said lands and rights in or over such lands so vested shall, with effect from the 31st March, 1990, instead of continuing to so vest in the Central Government, vest in the Government company, subject to the following terms and conditions, namely :-

- (1) The Government company shall reimburse the Central Government all payments made in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act.
- (2) A tribunal shall be constituted for the purpose of determining the amounts payable to the Central Government by the Government company under condition (1) and all expenditure incurred in connection with any such tribunal and persons appointed to assist the tribunal shall be borne by the Government company and, similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc. for or in connection with the rights in or over the said lands so vesting shall also be borne by the Government company,
- (3) The Government company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the rights in or over the said lands so vesting;
- (4) The Government company shall have no power to transfer the said lands to any other person without the previous approval of the Central Government; and
- (5) The Government company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said lands as and when necessary.

[No. 43015/13/87-CA/LSW]

B. B. RAO, Under Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 23 अप्रैल, 1993

फा.सं.898.—केन्द्रीय सरकार, भारतीय प्रावृद्धिमान परिष्कृत अधिनियम, 1956 (1956 का 102) की धारा 2 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय की फा.सं. 138, तारीख 16 जनवरी, 1960 द्वारा प्रकाशित अधिसूचना का और संशोधन करने के लिए निम्नलिखित नियम बनाती है, अर्थात्:—

उक्त अधिसूचना में "धारा 3 की उपधारा (1) के खण्ड (क) के अन्तर्गत निर्वाचित" शब्दों के पीछे कम संख्यांक 18 और उसके संबंधित

प्रविष्टि के स्थान पर निम्नलिखित कर्म-संघर्ष और प्रविष्टि रखी जाएगी,
अर्थात्:—

“ 18 डा. वी. एन. पवार

सुश्रुत अस्पताल

नवी पंडित कॉलोनी

नासिक-422002.”

[सं. वी. 11011/10/92 एन. ई. (यू.जे.)]

आर. विजय कुमारी, हेल्थ अधिकारी

MINISTRY OF HEALTH & FAMILY WELFARE

(Department of Health)

New Delhi the 23rd April, 1993

S.O. 899.—In exercise of the powers conferred by sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government hereby makes the following further amendments in the notification of the Government of India in the erstwhile Ministry of Health, published vide S.O. 138, dated 16th January, 1960, namely:—

In the said notification, under the heading “Elected under clause (b) of sub-section (1) of section 3”, for serial number 18 and the entries relating thereto, the following serial number and entries shall be substituted namely:—

“18. Dr. V. N. Pawar,
Sushrut Hospital,
Navi Pandit Colony,
Nasik-422002.”

[No V.11013/10/92-ME(UG)]

R. VIJAYAKUMARI, Desk Officer

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 14 अप्रैल, 1993

का.प्र. 900.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 के उप नियम 10(4) के अन्तर्गत सूचना और प्रसारण मंत्रालय के निम्नलिखित कार्यालय को जिसके 80 प्रतिशत से अधिक कर्मचारी/पुनर् ने हिन्दी का कार्यवाहक ज्ञान प्राप्त कर लिया है, अधिसूचित करता है:—

उप प्रधान सूचना अधिकारी,
पत्र सूचना कार्यालय,
8-एस्पलेनैड ईस्ट,
कलकत्ता-700069

[संख्या ई-11011/1/93-हिन्दी]

प्रे० व्० गोरारारा, निदेशक (ग. भा.)

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 19th April, 1993

S.O. 900.—In pursuance of Sub rule (4) of rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976 the Central Government hereby notify the following office of the Ministry of Information and Broadcasting where more than 80% of the staff have acquired the working knowledge of Hindi:—

Deputy Principal Information Officer,
8-Esplanade East,
Calcutta-700069.

[No. E-11011/1/93-Hindi]

P. K. GORAWARA, Director (O.L.)

नई दिल्ली, 13 अप्रैल, 1993

का. प्र. 901.—सिने कर्मकार कल्याण निधि अधिनियम, 1981 (1981 का 33) की धारा 5 के साथ पठित सिने कर्मकार कल्याण निधि नियमावली, 1984 के अन्तर्गत प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा इस अधिसूचना के जारी होने की तारीख से पश्चिम बंगाल राज्य के लिए सलाहकार समिति में निम्नलिखित व्यक्तियों को अध्यक्ष, उपाध्यक्ष तथा सदस्यों के रूप में नियुक्त करती है, अर्थात्:—

- | | |
|---|----------------------------------|
| 1. श्रम मंत्री
पश्चिम बंगाल,
कलकत्ता। | —अध्यक्ष |
| 2. कल्याण आयुक्त,
श्रम कल्याण संगठन,
कलकत्ता | उपाध्यक्ष (पदेन) |
| 3. श्रीमती बी पाल चौधरी
उपनिदेशक, सूचना एवं प्रसारण
मंत्रालय, गीत एवं नाटक प्रभाग
2, गरायाहाट रोड, कलकत्ता | —केन्द्रीय सरकार के
प्रतिनिधि |
| 4. श्री मृणाल गुप्ता,
उप निदेशक, फिल्म
पश्चिम बंगाल सरकार,
72, देशप्राण सासमल रोड,
कलकत्ता — 400033 | —राज्य सरकार के
प्रतिनिधि |
| 5. श्री रंजीत कुमार मित्रा,
मार्फत इस्टर्न इंडिया मोसन
पिक्चर एसोसिएशन, 98-ई,
चौरंगी स्क्वायर, कलकत्ता—
700072 | —निर्माताओं के
प्रतिनिधि |
| 6. श्री भवेण चन्द्र कुण्डू,
मार्फत इस्टर्न इंडिया मोसन
पिक्चर एसोसिएशन,
98-ई, चौरंगी स्क्वायर,
कलकत्ता — 700072 | |
| 7. श्री रधीन मजुमदार
ग्राफा पिक्चर, 25 ए,
पार्क स्ट्रीट, पलैट नं. 229,
कलकत्ता — 700016 | |
| 8. श्री सुब्रमा सेनसरमा,
86 बी, जतीन बास रोड,
कलकत्ता — 700029 | —सिने कर्मकारों के
प्रतिनिधि |
| 9. श्री दलीप बनर्जी,
24, डा. सुभाष सेन,
कलकत्ता — 700002 | |

- | | | | | |
|--|------|---|---|---------------------------------|
| 10. श्री ज्योतिमोय रॉय,
15 मोतीलाल नेहरू रोड,
कलकत्ता - 700029 | } | 10. Shri Jyotirmoy Roy,
15, Motilal Nehru Road,
Calcutta-700029 | } | Representating
Cine Workers. |
| 11. श्रीमती पुर्णिमा दत्ता,
प्रिया सिनेमा, 95,
रास बिहारी एवेन्यू,
कलकत्ता - 700019 | | 11. Smt. Purnima Dutta,
Priya Cinema,
95, Rash Behari Avenue,
Calcutta-700019. | | Woman
Representative. |
| 12. कल्याण प्रशासक,
श्रम कल्याण संगठन,
कलकत्ता | सचिव | 12. Welfare Administrator,
Labour Welfare Organisation,
Calcutta. | | Secretary. |
2. The headquarters of the Advisory Committee will be at Calcutta.
- [No. U-19012/5/90-W.II(C)]
V. D. NAGAR, Under Secy.

2. सलाहकार समिति का मुख्यालय, कलकत्ता में रहेगा।

[सं. यु. - 19012/6/90 - डब्ल्यू - II (ग)]
वी. डी. नागर, अवर सचिव

New Delhi, the 13th April, 1993

S.O. 901.—In exercise of the powers conferred by section 5 of the Cine-Workers Welfare Fund Act, 1981 (33 of 1981) read with the Cine-Workers Welfare Fund Rules, 1984, the Central Government hereby appoints the following persons as Chairman and Vice-Chairman and members of the Advisory Committee for the State of West Bengal with effect from the date of issue of this notification, namely:—

- | | |
|---|---|
| 1. Labour Minister,
Government of West Bengal,
Calcutta. | Chairman |
| 2. Welfare Commissioner,
Labour Welfare Organisation,
Calcutta. | Vice-Chairman
(Ex-officio) |
| 3. Smt. B. Pal Chowdhury,
Deputy Director,
Ministry of Information
and Broadcasting,
Song and Drama Division,
2, Gariahat Road,
Calcutta. | Representative
of the
Central Govt. |
| 4. Shri Mrinal Gupta,
Deputy Director of Films,
Government of West Bengal,
2, Deshpriya Sasmal Road,
Calcutta-700033. | Representative
of the
State Government. |
| 5. Shri Ranjit Kumar Mitra,
C/o Eastern India Motion
Picture Association,
98-E, Chowrighee Square,
Calcutta-700072. | |
| 6. Shri Bhabesh Chandra Kundu,
C/o Eastern India Motion
Picture Association,
98-E, Chowrighee Square,
Calcutta-700072. | Representating
Producers. |
| 7. Shri Rathin Majumdar,
Asha Pictures,
25/A, Park Street,
Flat No. 229,
Calcutta-700016. | |
| 8. Shri Subrata Sensarma,
86B, Jatin Das Road,
Calcutta-700029. | |
| 9. Shri Dilip Banerjee,
24, Dr. Subhas Lane
Calcutta-700002. | |

श्रम मंत्रालय

नई दिल्ली, 15 अप्रैल, 1993

का. आ. 902.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधिकरण - 1 हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार की 13-4-93 को को प्राप्त हुआ था।

[संख्या एल - 12012/323/87 - डी - II (ए)]
एस. के. जैन, डेस्क अधिकारी

MINISTRY OF LABOUR

New Delhi, the 15th April, 1993

S.O. 902.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal-I, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on the 12-4-1993.

[No. L-12012/323/87-D.II(A)]
S. K. JAIN, Desk Officer

BEFORE THE INDUSTRIAL TRIBUNAL-I AT HYDERABAD

PRESENT:

Sri Y. Venkatachalam, M.A., B.L., Chairman.
Dated the Twelfth day of March Nineteen Hundred and
Ninety Three
I.D. No. 31 of 1988

BETWEEN

The Workmen of State Bank of India,
Labbipet, Vijayawada-10. ... Petitioner

AND

The Management of State Bank of India,
Labbipet, Vijayawada-10. ... Respondent

APPEARANCES:

Sri D. S. R. Varma and C. Balaji Narayana, Counsel—
for Petitioner Union.

M/s. K. Srinivasamurthy and G. Sudha, Counsel—for
Respondent.

AWARD

This reference is referred by Government of India, Ministry of Labour vide letter No. L-12012/323/87-D.II(A) dated 18-3-1988 for the adjudication of the dispute between the Management of State Bank of India, Labbipet, Vijayawada and their workmen with the following Annexure:

"Whether the action of the management of State Bank of India in stopping collection of P.F. contributions

without assigning any reasons therefor from 1-9-78 in respect of Shri G. Guravaiah and 3 others and depriving them of other benefits due to permanent employees is justified? If not, to what relief the workmen are entitled?"

2. The above reference is registered as I.D. 31 of 1988 in this Tribunal and notices were sent to both sides. The workmen filed common claim statement represented by its General Secretary, State Bank Employees' Union, Vijayawada.

The brief facts of the Claim Statement are as follows:

The service particulars of the employees are as follows:

1. Sri G. Guravaiah, Sweeper
11-04-67 to 03-05-67 on 3/4 pay p.m.
25-05-67 to 02-06-67 on 3/4 pay p.m.
01-01-70 to 30-11-79 on 3/4 pay p.m.

Since 01-12-79 Full Pay.

2. Sri P. Venkateswara Rao, Cleaner
01-07-72 to 23-10-72 on 1/3 pay p.m.
24-10-72 to 30-11-79 on 3/4 pay p.m.

Since 01-12-79 on full pay.

3. Smt. D. Pydamma, Sweeper
15-03-71 to 20-09-72 on 1/3 pay p.m.
21-09-72 to 30-11-79 on 3/4 pay p.m.

Since 01-12-79 on full pay.

4. Sri K. Satyam, Sweeper-cum-Scavenger
06-01-70 to 14-03-71 on a flat pay of Rs. 15 p.m.
15-03-71 to 13-09-74 on 1/3 pay p.m.
14-09-74 to 30-11-79 on 1/2 pay p.m.
01-12-79 to 31-12-80 on 3/4 pay p.m.

Since 01-01-81 on full pay.

And all these workmen have duly been admitted to P.F. Scheme with effect from 1-9-78 in conformity with Para 14(1) of Bipartite settlement dated 31-10-79.

It is submitted that Sri K. Satyam, the workman 4th cited reverted from full-time to part-time by letter dated 1-6-82. The reversion was disputed before the Assistant Labour Commissioner (Central), Vijayawada, and while the relative proceedings were on the Respondent Bank stopped recovery of P.F. contributions from Sri K. Satyam from April, 1983. Besides Shri K. Satyam, the other 3 workmen herein Sri G. Guravaiah, Sri P. Venkateswara Rao and Smt. D. Pydamma were also subjected to stoppage of P.F. Recoveries. The stoppage of collection of P.F. contributions was without any notice and without assigning any reasons and was therefore in violation of S. 9-A of the Industrial Disputes Act, 1947 and Industrial Dispute has been raised on the issue before the Assistant Labour Commissioner (Central) Vijayawada. It is stated that these workmen have been admitted to Provident Fund Scheme as from 1-9-78 and P.F. Contributions were collected from them upto March, 1983 and from April, 1983 their collection was stopped in violation of S. 9-A of the Industrial Disputes Act, 1947. Further the Respondent Bank called upon the workmen to sign on the claim forms for refunding of "erroneous Credit amounts", viz., amount collected towards P.F. contributions from September, 1978 to March, 1983. Since the dispute on the collection of PF contributions was pending before the Assistant Labour Commissioner (Central), Vijayawada the workmen had to submit to the Respondent Bank that calling upon them to submit claim for refund of PF collected already was violation of the provisions of the Industrial Disputes Act, 1947 on the part of the Bank.

It is submitted that the workmen were not appointed for a limited period of work which was of an essentially temporary nature; nor they were employed temporarily as additional employees in connection with a temporary increase in work of a permanent nature; nor they were appointed in the temporary vacancies of permanent workmen going on leave/absence. Therefore these workmen are not temporary employees within the meaning of "temporary employee" as defined in para 21.20 of Desai Award. These workmen have been appointed against permanent vacancies and have been working in the same vacancies continuously for year and as such they are certainly permanent employees and to say that they are temporary is contrary to the said para 21.20 of Desai Award and is mala fide on the part of the Res-

pondent Bank. Further the action of the Bank in holding these workmen as temporary for years against permanent vacancies and on that basis stopping collection of P.F. contributions without assigning any reasons therefor and depriving them of other benefits due to permanent Industrial Disputes Act, 1947. It is submitted further that with regard to the issue of permanency and provident fund contributions, the position was taken up by the Respondent Bank during the conciliation proceedings.

The stand of the Bank to treat these workmen herein as temporary is in utter disregard of Awards and the Industrial Disputes Act provisions and further its stand to subject these workmen now to probation period of 6 months prospectively and only thereafter make them as all unilateral and abuse of authority on the part of the Respondent Bank. It is submitted that these workmen have still been treated as "temporary" and no provident fund contributions are collected nor other benefits due to permanent employees extended. Therefore the petitioners' Union prays that this Hon'ble Tribunal be pleased to pass an award declaring that:

— the Respondent Bank holding these workmen viz., Sri G. Guravaiah, Sri P. Venkateswara Rao, Smt. D. Pydamma and K. Satyam, as temporary is contrary to para 21-20 of Desai Award and is an unfair labour practice under Vth Schedule, Industrial Dispute Act, 1947 and illegal and unjustified.

— That they are permanent employees by 1-9-78 and their admission to Provident Fund Scheme as from 1-9-1978 was in conformity with para 14(1) of the Bipartite settlement dt. 31-10-1979

— That the action of the respondent Bank is withdrawing the Provident Fund benefit that was duly extended from 1-9-1978 was without any notice and without assigning any reasons and violative of S. 9-A of the Industrial Disputes Act, 1947.

and direct the Respondent Bank to restore the collection of Provident Fund contribution from the workmen.

3. On the other hand the Respondent Bank filed its Counter denying all the material averments of the Claim Statement. It is stated that the workmen were temporary employees but the contention of the workman that they were appointed on permanent basis in regular vacancies is not correct. The temporary employees cannot be covered under the Provident Fund Scheme. The contention of the workmen that the Provident Fund deducted from the salaries of the workmen is correct. The allegation that the management deducted the Provident Fund contributions as per para 14(i) of the Bipartite Settlement dated the 31st October, 1979 is not correct. It may be noted that the provisions of para 14(i) of the said settlement are applicable only to permanent part-time employees and not to the disputant workmen who were temporary employees as on 1-9-78. Even according to the Rules governing the State Bank of India Employees Provident Fund Scheme an employee shall become a member of the Fund from the date from which he is confirmed in the service of the Bank. It is submitted that the petitioner is fully aware of the Rules governing the State Bank of India Employees Provident Fund Scheme that only permanent employees can be admitted to the Scheme.

With regard to Para 4 of the claims statement it is submitted that just because the Management inadvertently deducted the Provident Fund Contributions that cannot create any right to claim that these deductions should not be stopped even though they are not entitled to such a benefit as per Provident Fund Scheme and Bipartite Settlement. As already stated the Bipartite Settlement purely deals with the permanent employees but not temporary employees. The allegations made in para 5 that the Respondent management violated the provisions of the Industrial Disputes Act is not correct. The petitioner cannot claim benefit for which the workmen are not entitled. At no point of time the workmen made any representations to the Management seeking permanent of their employment. Now the petitioner Union coloured the entire issue as if they were permanent employees. It is submitted that they have not served the notice under Sec. 33(c) of the I.D. Act. The management by mistake

deducted the Provident Fund amounts and when the mistake came to light the Management stopped recoveries of the amounts from the workmen. No provisions of the Industrial Disputes Act have been violated. With regard to para 7 of the claim statement the petitioners are fully aware of the Rules and Regulations relating to the Provident Fund Scheme. The deductions were stopped earlier from 28-2-80. The petitioner had not chosen to make any claim at this belated stage for provident fund from 1-9-78 is bad in law. The petitioner is assuming as if the workmen were permanent employees and as such they were entitled to Provident Fund.

With regard to para 8 of the Claim Statement either Sastry Award para 123 or Desai Award para 5-191 granted any benefits nor did they say anything about the service conditions of part-time employees except making a mention about wages. By virtue of the very nature and terms of such employment persons normally undertake part-time employment in a particular institution so as to supplement their earnings income without that of those they got by way of other vocation employment elsewhere. Persons who are in part-time employment may work in other organisations outside working hours stipulated to them. In 1979 at the request of the Circle Award Staff Union as a gesture of goodwill, it was decided to enhance the working hours and emoluments of the part-time employees working in that unit. The Management stated that the petitioners are not having any merits in their case and they are only temporary employees and not permanent. Therefore the petition may be dismissed.

4. The workmen did not adduce any oral evidence but on behalf of the management M.W.1 and M.W.2 are examined and exhibits M1 to M21 are marked and on behalf of the workmen exhibit W1 is marked. The evidence of M.W.1 and M.W.2 brief is as follows :

M.W.1 gave evidence that he is working as an officer in the respondent Bank and he knows the facts of this case. The reference in this case was made in respect of 4 employees all these 4 were appointed originally as temporary part-time sweepers and the services of three of them were made permanent with effect from 1-12-1979. Ex. M1 to Ex. M4 are the photostat copies of appointment letters of those 4 workmen. Depending upon the vacancies available and the service put up by the particular temporary employee his services will be made permanent as per the vacancies taking into consideration of the length of temporary service. All these 4 workmen have been working temporarily as sweepers in the Respondent Bank from 1967. By virtue of the bipartite settlement entered into between the Indian Banks Association and their workmen the services of these four workmen were made permanent in the respondent Bank Ex. M5 the extract of para 14 of bipartite agreement dated 31-10-79. It is further stated that Ex. M6 is the extract of Rules 1 to 10 of the State Bank of India Provident Rules. The Provident Fund is liable to be recovered from the salaries of the employees from the date of their confirmation as permanent employees. The Provident Fund contribution of the employee is liable to be deducted from 1-6-1980 in respect of the first 3 workmen and from 1-7-1981 in respect of Sri Satyam. The four workmen refused to file the applications for refund of the provident fund and they have given four letters intimating the respondent-Bank that they are not willing to file the applications for refund of the provident fund on the ground that the matter is pending before the Conciliation Officer. The said four letters given by the four workmen are Exs. M7 to M10. These four workmen are not entitled for provident fund benefits from 1-9-1978 as claimed by them as they were not permanent employees from that date. The trustees of State Bank of India Provident Fund are the authorities to refund the provident fund. The respondent Bank did not violate the Sastry's Award in recovering the Provident Fund from these four workmen for the period from 1-9-78 to 28-2-1980 and again from 1-2-1981 to 31-3-1983. The respondent Bank is prepared to refund the recoveries from 4 workmen inadvertently together with the interest and not with the share of the contributions of the employer. The Union never raised any dispute at any time for implementation of Sastry and Desai Awards. The employees' Union raised a dispute

before the Asstt. Labour Commissioner (Central), Vijayawada with regard to the interpretation of Sastry and Desai Awards.

Evidence of M.W.2 goes to say he was working as Desk Officer in General Banking Region III in Vijayawada and he knew the facts of this case. The three workmen in this case gave undertakings to pay Rs. 100 per month towards back log of P.F. contributions in addition to the regular deduction and Exs. M14 to M16 are the said undertakings. At the request of the State Bank of India Staff Union, the management decided to enhance the working hours and emoluments of the employees who were on the bank rolls prior to 1979. The three workmen were made permanent with effect from 1-6-1980 and Sri K. Satyam was made permanent with effect from 1-7-1980.

5. The matter is posted for arguments a long time ago and when the matter is posted for arguments finally the advocate for the workmen did not appear and the workmen also did not appear before the Court and there is no representation on their side. On the other hand the advocate for the respondent reported ready. Therefore the arguments of the advocate for the respondent are heard. The learned advocate for the respondent argued that practically there is no point in favour of the 4 workmen who raised this dispute. In fact they are only temporary employees but not permanent employees. They were not recruited in permanent vacancies as contended by them. It is further stated that the allegation that the workmen were duly admitted to the provident fund scheme is basically not correct. The Management did not violate the provisions of the Industrial Disputes Act. The petitioners cannot claim benefit for which the workmen are not entitled. The above workmen did not submit representation to the management to make them permanent. In fact management deducted Provident Fund by oversight and to rectify this mistake they stopped recoveries of the Provident Fund amounts from their salaries. There is no violation of the provisions of Industrial Disputes Act. The deductions were stopped from 28-2-80. When the services are part-time they are not entitled to any benefit either by virtue of Sastry Award or Desai Award. It is further argued that the service conditions of the temporary employees are not attracted the provisions of the permanent employees with regard to the deduction of Provident Fund from their salaries. Moreover the workmen did not appear before this Tribunal to place their case. Therefore there is no point in favour of the workmen and the award may be passed in favour of the management.

6. The point for consideration is whether there are any valid grounds to find that whether the action of the management of State Bank of India in stopping collection of P. F. contributions without assigning any reasons therefor from 1-9-78 in respect of Shri G. Guraviah and 3 others and depriving them of other benefits due to permanent employees is justified? If not to what relief the workmen are entitled?

7. At the very outset I would like to mention that the Union raised above dispute with regard to the Provident Fund Contributions relating to the 4 workmen in question who are working in the respondent Bank. The workmen filed Claim Statement wherein it is stated that they are treated as permanent workmen and the management violated the section 9-A of the Industrial Dispute Act. They have not followed the Sastry Award or Desai Award. The allegation that the collections of the Provident Fund contributions from the respective employees were stopped without assigning any reason. The stoppage of claims of Provident Fund contributions by the respondent bank is against the Bipartite settlement of Industrial Disputes Act, 1947. The workmen were not appointed to leave period but appointed on permanent basis in permanent vacancies. It is very case of the workmen that the action of the management in stopping Provident Fund contributions is against rules and against section 9-A of the I. D. Act. The advocate for the workmen not advanced any arguments before this Tribunal. I have examined and gone through the contents of the Claim Statement filed by the workmen in question. Having filed the Claim Statement they did not examine any witness on their side to prove the contents of their claim statement. But when the workmen filed the

claim statement it is their duty to prove the contents of the claim statement. Either among the 4 workmen or through any body came forward to advocate their case by giving evidence. The workmen did not do so. Therefore on behalf of the workmen there is no oral evidence. With regard to the documentary evidence the workmen marked exhibit W1 which is no other than the contents of Bipartite settlement copy with regard to the Desai Award. Without placing any oral or documentary evidence to prove their case before this Tribunal the employees marked exhibit W1 which is copy of Desai Award. On behalf of the Management M.W1 and M.W2 are examined and all the copies of material documents of the Exs. M1 to M29 are marked. M.W1 is no other than the officer of the respondent Bank who proved the material averments of the Counter filed by the respondent. M.W2 is no other than the Desk Officer of the respondent Bank who corroborated the evidence of the M.W1 and all the material aspects to prove the case in favour of the management against the workmen. Having considered the entire oral and documentary evidence placed before this Tribunal I am of the clear opinion that the workmen in question are not entitled to any kind of relief and it is a fit case where the award can be passed against the workmen.

8. In the result, I find that the action of the management of State Bank of India in stopping collection of P.F. contributions without assigning any reasons therefor from 1-9-78 in respect of Shri G. Guravaiah and 3 others and depriving them of other benefits due to permanent employees is justified.

9. Award passed accordingly.

Dictated to the Stenographer and transcribed by him and corrected by me and given under my hand and the Seal of this Tribunal on this the 12th day of March, 1993.

Y. VENKATACHALAM, Chairman

APPENDIX OF EVIDENCE

Witnesses examined on behalf of petitioner-workmen NIL
Witnesses examined on behalf of the respondent-management

1. M.W1 M. S. Chandrasekhar Rao
2. M.W2 S. Venkateswara Rao

Documents marked for the petitioner/workmen

1. Ex. W1 June, 1962.—Photostat copy of the extract of para 21-20 of the Desai Award.

Documents marked for the Respondent-Management

1. Ex. M1 30-5-88.—Photostat copy of the appointment order dt. 20-5-88 issued by the Branch Manager, State Bank of India, Vijayawada with regard to the appointment of Sri G. Guravaiah as full time sweeper.
2. Ex. M2 30-5-88.—Photostat copy of the appointment order dt. 30-5-88 issued by the Branch Manager, S.B.I., Vijayawada with regard to appointment of P. Venkateswara Rao as Full time Cleaner.
3. Ex. M3 30-5-88.—Photostat copy of the appointment order dt. 30-5-88 issued by the Branch Manager, S.B.I., Vijayawada with regard to appointment of Smt. D. Pydemma as Full time sweeper.
4. Ex. M4 30-5-88.—Photostat copy of the appointment order dt. 30-5-88 issued by the Branch Manager, S.B.I., Vijayawada with regard to appointment of K. Satyan as Full time Scavanger.
5. Ex. M5 31-10-79.—Extract copy of para 14 of Bipartite Agreement with regard to part time employees.
6. Ex. M6.—Extract copy of rules 1 to 10 of the S.B.I., Employees Provident Fund Rules.
7. Ex. M7 7-10-85.—Letter addressed by G. Guravaiah to the Branch Manager, S.B.I., Vijayawada with regard to refund of P.F.
8. Ex. M8 7-10-85.—Letter addressed by P. Venkateswara Rao to the B.M., S.B.I., with regard to refund of P.F.
9. Ex. M9 7-10-85.—Letter addressed by Smt. D. Pydemma to the B.M., S.B.I., with regard to refund of P.F.
10. Ex. M10.—Letter addressed by K. Satyan to the B.M., S.B.I., with regard to refund of P.F.

11. Ex. M11 31-12-88.—Certified copy of the circular dt. 31-12-80 issued by the General Manager, S.B.I., A.P., to all the branches in A.P. with regard to the absorption of temporary part-time and full time employees.
12. Ex. M12 14-11-85.—Copy of the letter addressed by the Branch Manager, S.B.I., to the Regional Officer, S.B.I., Vijayawada with regard to forward the Exs. M7 to M10 through this letter.
13. Ex. M13 4-2-86.—Copy of the letter addressed by the Branch Manager, S.B.I., to the Regional Manager, S.B.I., Vijayawada with regard to confirming the service particulars of the petitioners.
14. Ex. M14 15-2-91.—Letter addressed by G. Guravaiah to the Branch Manager S.B.I., Vijayawada with regard to P. F. Contributions.
15. Ex. M15 15-2-91.—Letter addressed by P. Venkateswara Rao to the Branch Manager, S.B.I., with regard to P. F. Contributions.
16. Ex. M16.—Letter addressed by K. Satyan to the Branch Manager, S.B.I., with regard to P. F. Contributions.
17. Ex. M17 30-5-88.—Copy of the appointment order issued by the Branch Manager, S.B.I., Vijayawada-1 to Sri G. Guravaiah, of full time Sweeper.
18. Ex. M18 30-5-88.—Copy of the appointment order issued by the Branch Manager, S.B.I., Vijayawada-1 to Sri P. Venkateswara Rao as full time Cleaner.
19. Ex. M19 30-5-88.—Copy of the appointment order issued by the Branch Manager, S.B.I., Vijayawada-1 to Smt. D. Pydemma as full time Sweeper.
20. Ex. M20 30-5-88.—Copy of the appointment order issued by the Branch Manager, S.B.I., Vijayawada-1 to Sri K. Satyan as full time Scavanger.
21. Ex. M21 17-9-91.—Letter addressed by the Branch Manager, S.B.I., Vijayawada-1, to the Regional Manager, Region-III, S.B.I., Vijayawada.

written by someone whose identity has not been

नई दिल्ली, 15 अप्रैल, 1993

का.प्रा. 903.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कर्नाटक बैंक लिमिटेड के प्रबंधन के संबंध नियोक्तों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, व श्रम न्यायालय, बंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-4-93 को प्राप्त हुआ था।

[संख्या एल-12011/59/89-आईआर (बी 1)]
एस. के. जैन, डेस्क अधिकारी

New Delhi, the 15th April, 1993

S.O. 903.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Karnataka Bank Limited and their workmen, which was received by the Central Government on 12-4-1993.

[No. L-12011/59/89-IR(BI)]
S. K. JAIN, Desk Officer

BEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, BANGALORE
Dated this 30th day of March, 1993

PRESENT :

Shri M. B. Vishwanath, B.Sc., B.L., Presiding Officer

CENTRAL REFERENCE NO. 2/90

I PARTY

Srinivasa Hande, s/o Late H. Chandrashekara Hande,
Airody village, Post : Airody-576236, Via : Sastan,
South Kandra.

V/s.

II PARTY

The Chairman, Karnataka Bank Ltd., Post Box No. 716,
Mangalore-575003.

AWARD

In this reference made by the Hon'ble Central Government by its order No. L-12011/59/89-IR(B) I, Dt. 11-1-90 the point for adjudication as per schedule to reference is :

"Whether the action of the management of Karnataka Bank Ltd., in dismissing Shri Srinivasa Hande from service w.e.f. 8-9-88 is justified? If not, to what relief the workman concerned is entitled?"

2. Ex. M. 2 is the charge sheet. There are 9 counts in Ex. M. 2. The I party workman was working as a clerk under the II party at Davanagere branch from 18-10-87 to 8-9-1988. The allegations against the I party workman are that he stole credit advice book and some more leaves from other books and two blank demand draft slips from Davanagere main branch and mis-used some of them to fabricate and forced credit advice and a demand draft in his favour so as to make them appear that they emanated from various branches. He created false evidence by theft of mail transfer slips and demand drafts by misusing them. The I party workman from the 9 counts mentioned in Ex. M-2 defalcated to the extent of Rs. 2,18,000. The details of the 9 counts are :-

Sl. No.	Date	Particulars	Amount Rs.
1	2	3	4
1.	27-5-86	One M.T. No. 100/86 dt. 24-5-86 was shown as effected from Kodialbail-Mangalore branch under credit advice No. 774899 dt. 24-5-86 for credit of S.B. A/c. No. 4089 of H. Srinivasa Hande and amount withdrawn subsequently.	8,500
2.	12-6-86	One OBC No. 830/86 Dt. 3-6-86 a cheque No. 0547645 said to be drawn by one Mr. Suryanarayana Rao on Kodialbail-Mangalore branch was shown as sent for collection and shown as realised under credit advice No. 776378. The amt. was credited to S.B. A/c No. 4089 of Sri H. Srinivasa Hande at Davanagere Mandipet branch and amount withdrawn subsequently.	6,500
3.	4-8-86	One MT No. 86/86 dt. 30-7-86 was shown as effected from Airody branch under credit advice No. 775798 on 30-7-86 for credit of S.B. A/c. No. 4089 of H. Srinivasa Hande at Davanagere-Mandipet Branch and amount withdrawn subsequently.	65,000

1	2	3	4
4.	10-12-86	One D.D. S. No. 155518/6/86 Dt. 8-12-86 favouring H. Srinivasa Hande for Rs. 35,000/- said to be drawn by Airody Branch on Davanagere-Mandipet branch was credit to the S.B. A/c. No. 1448 of H. Srinivasa Hande at Davanagere-K.B. Extension Branch. The demand draft was shown as advised by credit advice No. 775800 dt. 8-12-86. The amount withdrawn subsequently	35,000
5.	27-12-86	One Mail Transfer No. 176/86 dt. 23-12-86 was shown as effected from Airody Br. under credit advice No. 777600 dated 23-12-86 for credit of S.B. A/c No. 4089 of Sri H. Srinivasa Hande at Davanagere-Mandipet Branch. Amount withdrawn subsequently.	25,000
6.	12-5-87	One M.T. No. 40/87 dt. 8-5-87 was shown as effected from Airody branch under credit advice No. 777337 dt. 8-5-87 for credit of S.B. A/c. No. 4089 of H. Srinivasa Hande at Mandipet-Davanagere Branch.	40,000
7.	21-8-87	One mail transfer No. MT 123/87 dated 18-8-87 was shown as effected from Kodambakkam Branch-Madras, for credit of S.B.A/c. No. 1448 of H. Srinivasa Hande under credit advice No. 777338 at K.B. Extension-Davanagere Branch. Amt. withdrawn subsequently.	30,000
8.	4-7-86	One M.T. No. 230/86 dt. 1-7-86 was shown as effected from Davanagere-Mandipet branch under credit advice No. 777499 dt. 1-7-86 for credit of Gold loan account of H. Srinivasa Hande at Kudroli-Mangalore Branch.	5,000
9.	17-7-86	One M.R. No. 240/86 dated 14-7-86 was shown as effected from Davanagere-Mandipet branch under credit advice No. 777598 dt. 1-7-86 for credit of gold loan account of H. Srinivasa Hande at Mangalore-Kudroli branch.	3,000
Total amount involved			2,18,000

3. This Tribunal after recording the evidence of both sides and hearing both the Learned Counsel for the parties, by its considered order dt. 7-8-92 has held that the D.E. against the I party workman was fair and proper. Then the case was posted to hear regarding victimisation, perversity of findings of the E.O. and adequacy of punishment.

4. The Learned counsel for the I party workman has filed a memo on 29-3-1993 conceding that there is no perversity in the findings given by the E.O. and there is no victimisation.

5. Both the Learned Counsel argued regarding the adequacy or otherwise of the punishment. The Learned counsel for the I party argued that the order of dismissal of I party workman was too harsh and that he should be reinstated with back-wages and continuity of service. The Learned counsel for the II party argued that the punishment of dismissal inflicted on the I party workman is proportionate, taking into consideration the nature of the defalcation and quantum of

amount defalcated. He submitted that there were in all 9 counts in the charge sheet against the I party workman. The Learned Counsel for the II party submitted that the punishment is proportionate and this is not the case in which sympathy should be shown to I party workman.

6. The I party joined the service of the II party in 1977. He was involved in the defalcation in the year 1988. This means that the past record of I party for a period of 10 years was good and blameless. It is not disputed that the I party workman has made good the entire amount by selling his house and jewellery. Consequently the II party has not suffered any loss. If the salary of the I party at the time of dismissal is taken at about Rs. 2,500 per month (exact figure not available) he has lost over Rs. 1 lakh which he would have got a salary. Another fact which could be easily seen is that the I party could not have defalcated 9 times without the complicity of some other official or officials of the Bank. But that Official or those officials have escaped scot-free. I say this because if other officials of the Bank were careful and dedicated the I party could not have defalcated 9 times in all amounting to Rs. 2,18,000. In other words because of the negligence of other officials of the Bank, the I party has been more sinned against than sinning.

7. I have already adverted to the fact that the I party workman had good record for a period of 10 years. It has been laid down by the Supreme Court in AIR 1989 S.C. Page 149 (Scooter India Limited, Lucknow v/s. Labour Court, Lucknow) that though disciplinary enquiry is found to be fair and lawful and its findings were not vitiated in any manner, that by itself would not be a ground for non-interference of the order of termination of service. The Supreme Court has been pleased to lay down in this authority that the erring workman should be given an opportunity to reform himself and prove to be loyal and disciplined employee.

8. For the aforesaid reasons, I am of opinion, if the I party workman is deprived of the back wages or salary that itself will be a punishment.

9. The Learned Counsel for the II party submitted that I party occupied a position of trust in the Bank and he does not deserve any sympathy. But I have relied on the authority of the Supreme Court which says that the erring workman should be given an opportunity to reform himself and prove to be a loyal and disciplined employee.

10. The Learned counsel for the II party relied on the Madras High Court authority reported in 1989 F.J.R. Vol. 75 page 389 (A. Veeman v/s. Paramakudi Co-Operative Urban Bank Ltd. and another). This was also a case of mis-conduct where the employee did not remit collections according to rules, but resorted to alteration of dates of receipts and vouchers to retain money for a few days. The Madras High Court was pleased to hold that the termination of service was appropriate. No doubt the authority supports the II party. But I have relied on a later decision of the Supreme Court reported in AIR 1989 S.C. 149.

11. The Learned Counsel for the II party relied on the Kerala High Court decision reported in 1990 F.J.R. (Vol. 77) page 76 (Kottarakkanna Co-operative Urban Bank Ltd., vs. A. Sreenivasan and another). This was a case in which the employee was dismissed for disobedience of lawful directions, because he committed repetition of similar acts after warnings and punishments and falsification of accounts. It is obvious that in the Kerala High Court decision the conduct of the employee was like the conduct of proverbial leopard. In the instant case the past record of the I party for a little over 10 years was good. I am of opinion that the Kerala High Court authority is not applicable.

12. It is argued by the Learned counsel for the II party that the I party should thank his stars because II party did not chose to file criminal case against him. This point is not relevant in this reference.

13. I am of opinion, that the punishment of dismissal of the I party workman is dis-proportionate. End of justice will be met if I party is ordered to be reinstated without back wages.

ORDER

The order passed by the II party dismissing the I party workman from service with effect from 8-9-88 is not justified and it is accordingly set aside. The II party is directed to reinstate the I party workman forthwith with continuity of service. The I party workman is not entitled to back wages. The period for which the I party has not worked shall not count for earning increment. Further the I party is not entitled to 6 future increments with cumulative effect.

Award passed accepting the reference as stated herein. Submit to Government.

(Dictated to Stenographer, typed by him, corrected, signed by me on this 30th day of March 1993).

M. B. VISHWANATH, Presiding Officer.
CGIT-LC, Bangalore.

नई दिल्ली, 15 अप्रैल, 1993

का. अ. 904.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय रिजर्व बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण व श्रम न्यायालय, बंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-4-93 को प्राप्त हुआ था।

[संख्या एल-12012/71/89-आईआर (बैंक 1)]

एस. के. जैन, बैस्क अधिकारी

New Delhi, the 15th April, 1993

S.O. 904.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the Award of the Central Government Industrial Tribunal-Cum-Labour Court, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Reserve Bank of India and their workmen, which was received by the Central Government on the 12-4-93.

[L-12012/71/89-IR(Bank-I)]

S. K. JAIN, Desk Officer

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated this 29th day of March, 1993

PRESENT :

Shri M.B. Vishwanath, B.Sc., B.L.
Presiding Officer.

Central Reference No. 72/89

I party	v/s.	II party.
The Secretary,		The Manager,
Reserve Bank of India,		Reserve Bank of India,
Employees Association,		Nrupathunga Road,
c/o. R.B.I. Nrupathunga Road, Bangalore.		Bangalore.

AWARD

In this reference made by the Hon'ble Central Government by its order No. L-12012/71/89-IR-Bank-I, dt. 6-10-89 under Sec. 10(2A)(1)(d) of I.D. Act the point for adjudication as per schedule to reference is :—

"Whether the management of R.B.I., Bangalore is justified in posting the Economic Assistant to Departments other than Urban Bank Department at R.B.I., Bangalore ? If not what relief the Economic Assistants are entitled to ?"

2. In the claim statement it is contended that :—

The management of R.B.I. is not justified in posting the Economic Assistants to departments other than Urban Bank Department at R.B.I. Bangalore. The action taken by the R.B.I. in posting E.As. to other than U.B.D. is unilateral and arbitrary. With the establishment of National Bank for Agriculture and Rural Development (NABARD) on 12-7-82 the functions then performed by R.B.I. in the sphere of rural credit were cast on NABARD. The entire undertaking of agricultural remittance and development corporation was also merged with NABARD. The department till then known as Agricultural Credit Department (ACD) was renamed as U.B.D. with the shedding of rural credit. The Bank is under obligation to maintain on its expert staff. Economic Assistants are one such category of staff maintained by the Bank for the purpose. These posts of Economic Assistants were created by the Bank in pursuance of the demands of All India Reserve Bank of Employees' Association, and these posts are filled from among the senior most Class III employees on merit-cum-seniority basis and they are attached to the U.B.D. Main duties entrusted to these E.As. are the inspections of Urban Banks whose number is about 218 in the State of Karnataka. The E.As. were and are being deputed for the inspection of Urban Banks, since then and the E.As. are a separate and distinct category of staff from that of clerical staff of the Bank. They are placed under category 'D' of Class-III employees. At present there are 18 Economic Assistants attached to the U.B.D. There are no posts equivalent to that of Economic Assistants in Department of Financial companies and Staff Section and as such the intention behind transferring a few of the E.As. to these departments is to make them to work as clerks. This amounts to making use of the services of employees placed on higher ranks for the work in the lower ranks. This means change in the service conditions of the workmen. The E.As. who are transferred out of UBD will be used as clerks since there are no posts of E.A. or equivalent posts in the department of financial companies and Staff Section. Hence transfer amounts to reversion of E.As. to lower cadre. E.As. are promoted from among the senior most clerks and the decision of the Bank to transfer a few E.As. amounts to reversion or down grading. Such a change cannot be effected without complying Sec. 9(A) of the I.D. Act read with Rule 34. The salary of the E.As. is higher than the rate that there is surplus staff of Economic Assistants. There are only 18 E.As. since 1970. These posts were created only to attend to the work relating to the inspection of Urban Banks alongwith the officers, apart from attending to the allied work relating to inspection review, branch licencing etc. The Bank has now reconstituted the team of inspection exclusively with the officers. So the E.As. are being used to do the job lower in cadre.

3. The management of R.B.I. is not justified in posting Economic Assistants to departments other than Urban Bank Departments at R.B.I. The R.B.I. cannot transfer the E.As. from U.B.Ds. to any other department.

4. In the counter statement (written statement) it is contended :—

There is no Industrial Dispute in this reference. The dispute relates to deployment of staff which is a management function. No change has been effected in the conditions of service of the workmen. There is no industrial dispute as defined under Sec. 2(k) of the I.D. Act. It is the duty of the E.As. to work at such places department where they are required to work, in view of the administrative exigencies. It cannot be said that the E.As. should not be posted outside the U.B.D. The workmen concerned (E.As.) were attached to the Agricultural Credit Department (ACD) before the formation of NABARD. Consequent on the formation of NABARD major part of functions of ACD was transferred to NABARD. The Urban Bank Division, subsequently became an independent department.

5. On the formation of NABARD, the E.As. attached to the ACD/ARDC sought repatriation to the Bank and they were absorbed in the RPCD and UBD. In some offices of the Bank the E.As. were in excess of their sanctioned strength and therefore, they were posted on supernume-

rary basis. In the Bangalore office of the Bank, against the sanctioned strength of 8 E.As., 18 E.As. are working. Initially, they were posted in UBD with a view to using their services for clearing of arrears of inspection work. When the arrears position came down, Bank decided to post these employees in such places where their services could be gainfully utilised. Accordingly 3, out of 10 surplus E.As. in UBD were posted as such in staff section and Department of Financial Companies (DFC) with effect from 6th June 1988. On such transfer, the E.As. continued to be E.As. and drew the same salary and other benefits as before. There was no change in the conditions of service whatsoever. The work of inspection is not an area particularly meant for E.As. The posting of E.As. to DFC and Staff Section does not reduce the strength of E.As. They continued to be the E.As. It is within the discretion of the Bank to utilise surplus E.As. gainfully so long as it does not affect their service conditions. After the formation of NABARD, Bank's departments were reorganised. RPCD and the UBD were formed. Subsequently U.B. division became a separate department. E.As. are not any separate or different cadre of staff. They are Class-III employees, selected from clerical staff on the basis of seniority-cum-merit. The decision to use the services of some of them, who are in excess in UBD, in other departments cannot be found fault with. In fact, they are in excess of the sanctioned number of posts in UBD. The concerned E.As. continued to be E.As. in these departments. They are not given any clerical job or any job below their status and experience. The allegation that the posting affects them prejudicially is not correct. It is not true that the E.As. posted to other departments are reduced in rank. Such posting is within the managerial functions of the II party. The E.As. cannot claim that after the abolition of ACD and ARDC, they should be posted to work only in UBD. It is for the Bank to allot suitable work to the E.As. who return to the Bank from ACD/ARDC. When they are posted as E.As. in Staff Section/DFC, they continued to be in the equivalent post in another department. The reference has to be rejected.

6. It is stated in the order sheet dt. 8-11-91 that no separate issues was required since the matter for adjudication was covered by the schedule to reference. It is further stated that all subsidiary points would be considered at the time of final arguments.

7. On behalf of II party M.w.1 K. Sitaramu, Dy. Chief officer in the II party has been examined. On behalf of the I party workmen W.W.1 Nagaraju who has been working as clerk Grade-I and who is the Secretary of the R.B.I. Employees Association and W.W.2 H. K. Huchurao who is an Economic Assistant in the R.B.I. have been examined.

8. The case of the I party is that the Economic Assistants cannot be transferred or posted to other departments under the R.B.I. except to U.B.D. Regulation 31 of the R.B.I. (Staff) Regulations, 1948 says :—

"Unless in any case it be otherwise distinctly provided, the whole time of an employee shall be at the disposal of the Bank, and he shall serve the bank in its business in such capacity and at such place as he may from time to time be directed."

From this regulation it is clear that the whole time of an employee shall be at the disposal of the bank and the employee shall serve the bank in its business in such capacity and at such place as he may from time to time be directed, unless in any case it be otherwise distinctly provided. The I party has not produced any notification or circular which distinctly provides that E.As. shall be posted only to UBD and to no other department under the R.B.I. Regulation 32 says that every employee of the Bank shall conform to and abide by these regulations and shall observe, comply with and obey all orders and directions which may from time to time be given to him. There is no force in the argument advanced by the Learned Counsel for the I party that these regulations did not empower the management to transfer the economic assistants to other departments under the R.B.I.

9. To repeat, since it is not shown through any notification or circular or rule that the E.As. should be posted only to UBD, the R.B.I. cannot be prevented from gainfully employing them in other departments under the R.B.I. though the

salary of the E.As. is higher than the posts to which they are transferred. It should be mentioned that the service conditions and the salary of the E.As. are not affected by transferring them to departments other than UBD under the R.B.I.

10. It is argued by the Learned Counsel for the I party that Section 9(a) of the I.D. Act has not been complied with by the II party before effecting transfers of E.As. to departments other than UBD. Application of Section 9(a) comes in only when the conditions of service applicable to any workman in respect of any matter are going to be affected by such change. In the instant case, I am of opinion, the conditions of service of economic assistants are not changed or affected. What the RBI has done comes within the managerial discretion or function of the R.B.I. It is highly significant to note that the I party has not alleged any mala fides to II party in transferring E.As. to departments other than UBD. It has been laid down by the Supreme Court in 1970(1) L.L.J. 429 (Parry and Co., v/s. P.C. Pal):

"It is well established that it is within the managerial discretion of an employer to organise and arrange his business in the manner he considers best. So long as that is done bona fide it is not competent to the Tribunal to question its propriety..... it is for the employer to decide whether a particular policy running his business will be profitable, economic or convenient and we know of no provision in the Industrial Law which confers any power on the tribunal to enquire into such a decision so long as it is not actuated by any consideration for victimisation or any such unfair labour practice."

Economic Assistants transferred to departments other than UBD continue to be E.As. and they continued to draw the same emoluments and other benefits. So there is no reduction in their status nor does it affect the conditions of service.

11. It is argued by the Learned Counsel for the I party that the nature of work in departments other than UBD is not suitable to the status of E.As. because E.As. posted to departments other than UBD are asked to do clerical work. It should be borne in mind that the E.As. are Class-III employees like clerk Grade-II and clerk grade-I, though they draw higher salary. It is argued by the Learned Counsel for the I party that E.As. were formerly doing the inspection work and if they are transferred to other departments they have to do only clerical work and there is no inspection work. M.W.1 K. Seetharamu, the Deputy Chief Officer in the II party has stated that E.As. were attending to inspection and operation work till July 1990 and after July 1990 they are not entrusted with inspection work. So it cannot be contended that transfer of E.As. to posts where there is no inspection work cannot be effected.

12. It is argued by the Learned Counsel for the I party that same E.As. posted to departments other than UBD have to work in posts where there are no equivalent E.As. posts. This argument also does not hold water because the RBI cannot be prevented from gainfully employing the surplus staff. W.W.2 Huchurao is a disgruntled economic assistant. W.W.2 has admitted in cross-examination that he was attending to inspection work till 1988 and now he has been attending to work of E.As. and clerical job. He has further admitted that he has been attending to licencing section which work also is of clerical nature. So far as inspection work is concerned, W.W.2 has admitted that it is now done only by officers. So the E.As. cannot be prevented from being transferred to other departments on the ground that in the posts to which they are transferred there is no inspection work. The Secretary of the R.B.I. employees Association (W.W.1) has admitted in cross-examination that at present two E.As. are working in Manager's section (not UBD). He has volunteered that these two E.As. are not members of their Association. That does not matter. It is obvious that E.As. have been working in departments other than UBD.

13. The Learned Author O. P. Malhotra in his book Law of Industrial Disputes, 4th Edition, Volume-I, Pages 654 and 655 has referred to the decision of the Supreme Court in "Ghatge and Patil Concerns Employees" Union vs. Ghatge and Patil (Transport) Pvt. Ltd. reported in 1968 (1) L.L.J. 566(570) (S.C.) and the above referred decision Parry and

Co. Ltd., v/s. P. C. Pal. On the strength of these two authorities of the Supreme Court he has summarised the legal position thus:—

"From the statement of law in these two cases, it is clear that an employer has the right to organise or to reorganise his business in any fashion he likes for the purpose of convenience or better administration for achieving economy, productivity or profitability subject, however, to the limitation that in so doing he does not contravene any regulatory or other law and acts bona fide."

The I party has not shown that the RBI has contravened any regulatory or other law in transferring E.As. to departments other than U.B.D. I have already stated that there is absolutely nothing to say that the act of II party in transferring E.As. to departments other than UBD is actuated by mala fides.

14. What happened in (1980) 1 L.J. 295—(1980) 56 FIR 541 (Sarabhai M. Chemicals Pvt. Ltd., v/s. M. S. Ajmere and another) was that the regular stenographer refused to do the work of a typist and invited trouble. The Bombay High Court was pleased to uphold that the Stenographer could be directed to work as a typist and laid down:

"A subordinate officer or employee is duty bound to obey a lawful order of a superior officer. That such is the duty of a subordinate officer is not required to be stated in so many words in any list of duties and in this view of the matter upheld the action of the management."

15. In O. P. Malhotra's book at page 1466 it is observed that transfer of a workman from one department to another is an ordinary incidence of service and therefore not a change in conditions of service prejudicial to the workman. I am of opinion that the I party cannot be allowed to make a mountain out of a mole hill.

16. For the aforesaid reasons I hold that the management of the RBI, Bangalore is justified in posting the E.As. to departments other than U.B.D. at R.B.I., Bangalore. In view of this conclusion answering second part of the schedule to the reference does not arise.

17. It is contended by the Learned Counsel for the I party that the II party has not produced organisation chart or job charge of the posts of clerks of different grades indicating their duties and responsibilities. It is not necessary for the II party to produce such a job chart since the transfer of E.As. to other departments does not affect the conditions of service. The Learned Counsel for the I party relied on 1987 S.C.C. (L & S) 515 (P. K. Chinnaswamy v/s. Government of Tamil Nadu and others). This was a case in which the seniority of an Assistant Engineer was continuously ignored and his claim for promotion as Deputy Transport Commissioner was not considered. This authority is not applicable to the facts of present case. He relied on 1992 (1) L.L.J. 44 (Asha Ram Yadav v/s. Dt. Magistrate, Fatehpur and Co.). It is clear from para 5 at page 45 of the decision that the officer behaved badly and he was not given the work attached to the post he held. The Allahabad High Court was pleased to hold that if the officer behaved badly, he is liable to be punished in accordance with law but it would not be appropriate to continue him as an officer against a post and not providing work to him. This authority also is not applicable. He relied on 1990 Lab. I.C. 1229 (K.M. Neelima Misra v/s. Dr. Harinder Kaur Paintal and others). This authority of the Supreme Court deals with the matter when an Administrative Function is called quasi-judicial and when it is purely administrative. This authority also has no application to the facts of the present reference. The Learned Counsel relied on 1974 S.C.C. (L & S) 165 (E. P. Royappa v/s. State of Tamil Nadu and others). In this authority of the Supreme Court provisions of I.D. Act have not been considered. This authority was rendered while interpreting Article 32 of the Constitution in connection with posting of a Senior I.A.S. Officer to a newly created non-cadre post. This authority also is not applicable.

ORDER

Since I have held first part of the schedule to reference in favour of the II party, the reference is rejected. Award passed as stated herein.

Submit to Government.

(Dictated to Stenographer, typed by him, corrected, signed by me on this 29th day of March, 1993).

M. B. VISHWANATH, Presiding Officer
CGIT-LC, Bangalore

नई दिल्ली, 15 अप्रैल, 1993

का. आ. 905.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14 की धारा 17 के अनुसरण में, केन्द्रीय सरकार भै. सेल्युल कोलफील्ड लि. की केदला ओपन कास्ट प्रोजेक्ट के प्रबंधन के संबंध निधेयको और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (मं. 2) धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-4-1993 को प्राप्त हुआ था।

[सं. एल-24012/15/87डी-4 (बी)/आईआर (कॉल 1)]

एच. सी. गौड़, ईस्क अधिकारी

New Delhi, the 15th April, 1993

S.O. 905.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal (No. 2) Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Kadla Open Cast Project of C.C.L. and their workmen which was received by the Central Government on 13-4-1993.

[No. L-24012/15/87 DIV(B)]
HARSH GAUR, Desk Officer

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD.

PRESENT :

Shri B. Ram, Presiding Officer.

In the matter of an industrial dispute under Section 10(1)(d) of the I. D. Act, 1947.

REFERENCE NO. 259 OF 87

PARTIES :

Employers in relation to the management of Kadla Open-cast Project of Central Coalfields Ltd. and their workmen.

APPEARANCES :

On behalf of the workmen : Shri J. P. Singh, Advocate.

On behalf of the employers : Shri R. S. Murthy, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dated, Dhanbad, the 6th April, 1993

AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-24012(15) 87-D.IV(B), dated, the 18th September, 1987.

SCHEDULE

"Whether the action of the Management of Kadla Open-cast Project of C. C. Ltd., P.O. Kadla, Distt.

Hazaribagh in denying promotion to Shri Ram Prasad Ram and Kheman, Mahato, E. P. Helper Greaser who were working since 1-12-1981 with the Management ignoring their seniority is legal and justified? If not, to what relief the concerned workmen are entitled?"

2. The concerned workmen namely Shri Ram Prasad Ram and Shri Kheman Mahato, admittedly E.P. Helpers/Greaser are demanding their promotion on the basis of seniority which according to them has been denied by the management. They were promoted from Cat. II Mazdoor to the post of E.P. Helper. It is admitted that they have been working as such since 1-12-1981. As per W.S. they were kept on probation and during this period of probation their services were found quite satisfactory. Even after probation of 6 months they have been working continuously as E. P. Helper without any complaint in their duty. According to the workmen the name of Shri Kheman Mahato was on the top list of the office order dt. 23-11-84 and even then he was denied promotion to the higher category.

3. Shri Ram Prasad Ram was a member of Scheduled Caste community and as per letter dt. 8/11-11-85 issued by the General Manager, Charhi he should have been allowed his due and promoted to the higher category. It was stated that his position was 7th in the seniority list. The concerned workman has prayed promotion from due date with difference of wages.

4. The management stated that Kedla Open Cast Project is a mechanised quarry maintained under excavation section. It was stated that E.P. helpers come within the Group-E and the job description as provided under Implementation Instruction No. 36 dt. 2-2-81 of the JBCOI as follows:—

"(1) A semi-skilled workman with 4 years experience in the greasing and lubricating various kinds of excavating equipment. He must be literate and should distinguish various kinds of lubricants and grease. He should operate power lubricating and greasing equipment besides the hand operated equipment. He should be able to read maintenance chart."

5. The next promotion of the E.P. Helper is to the post of E.P. Fitter in Grade-III which falls in skilled category and under Group-D. The necessary conditions for eligibility to the post of E.P. Fitter Grade-III, as laid down in the aforesaid Implementation Instruction No. 36 dt. 2-2-81 are as follows:—

"A workman who has got adequate knowledge of fitting and assembling various kinds of Heavy Earth Moving Machineries. He must be able to read and use machinery equipments. He must have adequate knowledge of assembling, manufacturing, fabricating and efficient knowledge, maintenance which he is called upon to repair and operate. He must be able to undertake marking and fabricating of structures."

6. It was the case of the management that as per system a selection committee consisting of the officers of the management is constituted for selection of the candidate from amongst the E.P. Helpers for the post of E.P. Fitter Grade-III and the selection is made on the basis of the merit. It is specifically stated that in the month of June, 1985 a selection committee was constituted. On that occasion the concerned workmen were also considered along with other candidates by the selection committee but they were not found suitable. However, some other E.P. Helpers whose cases were considered by the selection committee were selected and promoted.

7. Lastly it was contended that promotion is the sole function of the management and no employee can claim it as a matter of right. The management again issued notices to the eligible departmental E.P. Helpers including the concerned workmen to appear before the selection committee on 15-9-86, 8-10-86, 18-11-86 and 26-2-87 but they did not turn up before the selection committee/D.P.C. It was concluded that the workman concerned cannot assert their promotion on the ground of seniority. Accordingly it was prayed that an award answered in favour of the management.

8. In the circumstances of the case the point for consideration is whether the concerned workmen are entitled for their promotion to E.P. Fitter Grade-III from due date?

9. According to the own saying of the management a selection committee was constituted in June, 1985 and the case of the concerned workmen for their promotion to the post of E.P. Fitter Grade-III was considered along with others but they were found not suitable. The suitability of the candidates was judged by interview and as recited in the W.S. of the management. Selection is made on the basis of merit. However I find that no paper has been shown that the selection to such post was to be made primarily on the basis of merit. It is also a fact that no paper of the year 1985 has been filed just to show the criteria adopted by the selection committee in selection of the candidates. What was the full marks and pass marks? What were the marks obtained by the concerned workmen? All these are things which are required to be considered by the Court before arriving at any conclusion. Unfortunately I find that no paper of the interview for the year 1985 has been filed. Certainly a carbon copy of trade test and interview has been brought on the record. Ext. M-2 which appertains of the period after June, 1985. Surprisingly no date of the interview has been noted. The papers shows that the concerned workman did not attend the interview. The learned counsel or the workmen submitted that admittedly the concerned workmen did not appear in the interview held subsequently sometime in the year 1987 because the case of the concerned workmen, in spite of their seniority was not considered in June, 1985 and they were thus made junior by giving promotion to the others. At this stage I may refer to the evidence of Shri Rajaram MW-1. According to him a selection committee was constituted in the year 1987 and he himself was one of the members of the committee. The witness has proved interview cards sent to the concerned workmen which have been marked Ext. M-1 to M-12.

10. In cross-examination the witness has explained that a selection committee and departmental promotion committee are two different things. He stated that by selection committee the candidates are selected on the basis of merit-cum-seniority. This means the merit is the primary consideration before the selection committee. He however explained that in case of departmental promotion committee the candidates are selected on the basis of seniority-cum-merit and this means the seniority is the prime consideration before D.P.C. I may refer to Ext. M-3 which is the deliberation of the D.P.C. held on 14-3-1987 fixing the criteria to test the suitability of the eligible candidates for the post of B.P. Grade-III. From Ext. M-3 it is evident that as many as 13 candidates were selected. As per evidence of MW-1 selection by D.P.C. must be presumed to be on the basis of seniority-cum-merit. Admittedly, the concerned workmen were working as B.P. Helper since 1-12-1981 and by June, 1985 they had worked in that capacity for more than 3-1/2 years. According to para-13 of the W.S. of the management the selection committee was considered to select eligible candidates for the post of B.P. Fitter Grade-III. As stated earlier MW-1 stated that selection committee selected the candidates on the basis of merit-cum-seniority. This means in June, 1985 selection was made on the basis of merit-cum-seniority and in 1987 it was done on the basis of seniority-cum-merit. If the statement of MW-1 on this point is taken to be correct then it is clear that two standards were adopted by the management for selection of the candidates for the post of B.P. Fitter Grade-III and out of the same stock i.e. E.P. Helper. Certainly the Court will never appreciate this mode of selection by adopting double standard.

11. Shri Ram Prasad Ram is a S.C. candidate and this fact has not been challenged and he has filed and proved caste certificate Ext. W-2. Ext. W-6 is the School Leaving Certificate showing that he had read upto Class VIII. According to MW-1 there is a system of reservation while giving promotion to the members of S.C. Certainly we have no papers of the year 1985 to show whether this concession was extended to Shri Ram Prasad Ram or not. Ext. W-3 is the letter dt. 11-11-85 issued by the management to all concerned regarding the norms and criteria for reservation of SC/ST in promotional matters. Para-1 of the meeting held on 30-8-85 provides as follows :—

“Reservation for SC/ST employees in respect of promotion will apply in all non-executive grades/categories and upto B-III grade in Executive Cadre.”

According to this provision the case of Shri Ram Prasad Ram ought to have been considered for his promotion to the higher grade but the whole question was that the interview was taken in June, 1985 but the circular was issued in the month of November, 1985. We have no paper to show that any such benefit was extended to Shri Ram in the first interview. Certainly the management should have filed all the papers concerning the interview held in June, 1985 for perusal of the Court. In absence of papers the Court can not decide the bonafide of the selection made in the year 1985.

12. Shri Ram Prasad Ram (WW-1) stated that he had attended the interview along with Kheman Mahato in the year 1985 but actually there was no interview. There were no interview at all. He had not been promoted but he claimed to have been working as E.P. Fitter since long and also getting difference of wages. However we have no paper to consider this aspect of the matter. WW-2 is Shri K.D. Sharma the Vice President of Bihar Mines Lal Jhanda Mazdoor Union. It is he who had raised the industrial dispute. He testified that his union has been functioning in Kadia Open Cast Project. He has filed a certified copy of the Award passed in Ref. 287. The said dispute was also raised by him and no objection was ever raised concerning his status as Vice President of the Union. The photo copy of the Award has been marked Ext. W-7. The award was passed on the basis of compromise entered into between the parties.

13. Admittedly, the concerned workmen did not appear for interview in the year 1987. Under Ext. M-2 they have been shown as absent. (Not attended). The witness also admitted that he was also called for interview in the year 1986 for the second time. The witness stated in the very chief examination that he had received notice from the D.P.C. for interview but by that time the case had already been referred to the Tribunal for adjudication and so naturally they did not attend the D.P.C. I find that the dispute was referred in the year 1987. The interview letter was sent to him also in the year 1986. In the circumstances the concerned workmen should have attended the interview even for the second time and if at all they had any grievance for their non-selection in 1985 they should have ventilated their grievance before the proper authority. So it cannot be said that there was no lapses on the part of the concerned workmen.

14. I have considered every aspect of the matter and in my opinion the concerned workman deserved to be promoted to the post of E.P. Fitter Grade-III. As regards Ram Prasad Ram he knows reading and writing. He is also a member of S.C. Community and in view of circular of the management itself the necessary facilities in promotional matters ought to have been extended. Now the question is whether they deserve to be promoted from due date i.e. 1985 or not. Admittedly, we have no paper. I think their case must have been considered by the management if they had attended the interview in the year 1987. In the circumstances of the case I feel that they should be given promotion along with others from the year 1987 along with Sakhi Chand and 12 others as shown under Ext. M-3. However, in the matter of seniority they will rank after Shri Hem Chandra Sao. There will be no order as to difference of wages if any.

This is my Award.

B. RAM, Presiding Officer,
Central Govt. Industrial Tribunal (No. 2), Dhanbad.

नई दिल्ली, 15 अप्रैल, 1993

का. आ. 906.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, ओरियन्टल बैंक आफ कोमर्स के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधिकरण आरूपी के पंचपट

को प्रमाणित करती है जो केन्द्रीय सरकार को 13-3-93 को प्राप्त हुआ था।

[संख्या एल - 12012/143/90 - आई आर बी - 2]

वी. के. वेणुगोपालन, डेस्क अधिकारी

New Delhi, the 15th April, 1993

S.O. 906.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Alleppey as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Oriental Bank of Commerce and their workmen, which was received by the Central Government on 13-3-1993.

[No. L-12012/143/90-IRBII]

V. K. VENUGOPALAN, Desk Officer

ANNEXURE

IN THE COURT OF THE INDUSTRIAL TRIBUNAL, ALLEPPEY

(Dated this the 16th day of March, 1993)

PRESENT :

Shri K. Kanakachandran, Industrial Tribunal.

I.D. No. 11/91

BETWEEN

The Deputy General Manager, Oriental Bank of Commerce, Regional Office, South Western Region, Kamanwala Chambers, Fort, Bombay-400001

AND

The Workers of the above concern Smt. Nazeem Ashraf, Plot No. 28 (MIG), GCDA Housing Complex, Shanti Nagar, Koonvapadam, Kochi-682002, Kerala.

REPRESENTATIONS :

M/s. S. Parameswaran and
Sidhu George,
Advocates, Cochin,
PIN-682016.

For Management.

Sri K. S. Madhusoodanan,
Advocate, "Niyamavedi",
2/63, Cochin-682001.

For Worker.

AWARD

1. The Government of India by their order dated 25-7-1990 had referred the following issues for adjudication. The reference order reads as follows :

"Whether the action of the employer of Oriental Bank of Commerce in terminating the services of Smt. Nazeema Ashraf, Clerk-cum-Cashier of Thane Branch of the Bank with effect from 5-7-1984 is justified? If not, what relief the concerned workman is entitled to?"

2. The worker herein who commenced service as a Clerk-cum-Typist in the Kalbadevi branch of Management Bank at Bombay in the year 1979. While working so, she was transferred to Thane Branch and posted as Clerk-cum-Cashier. On 16-2-1983 after the banking hours when tallying work was over, it was found that Rs. 1,00,000 was in short. She immediately reported the matter to the Manager and gave a written letter on 16-2-1983 itself. In that letter she had stated that on that day the only two payments exceeding rupees One Lakh were made and one of the payments consisting of 20 cheques with aggregated value of Rs. 2.07 lakhs was made to M/s. Mahavir Textiles and Vardhman Textiles. She had also stated therein that party collected the amount after entering inside the cabin. Before reporting the matter to the Manager, she had brought the shortage to the notice of the Chief Accountant who later checked the cash in hand. On the basis of the report of the worker an internal enquiry was conducted. After that, the Manager filed a complaint in the Nanddi Police Station, Thane. The police conducted an investigation but the amount could not be found out from anywhere. After some sort of investigation the police

referred the case as undetectable. In the course of investigation, the worker was put under suspension with effect from 21-2-1983. After suspending her, she was served with a memo of charges on 4-10-1983 alleging misconduct enumerated in Para 19(1)(i) of the bipartite settlement of the year 1966. The allegation levelled against her was "gross negligence involved in the Bank in serious loss". The employer Bank appointed one of the Assistant Regional Managers as the Enquiry Officer. After conducting a domestic enquiry the Enquiry Officer submitted a report finding the worker guilty of the charge levelled against her. Basing on the report and findings, the worker was dismissed from service with effect from 5-7-1984. Against the dismissal although an appeal was preferred by her, the same was dismissed. There after the worker moved the Labour Department for the redressal of her grievance. Hence this reference.

3. In the claim statement filed by the worker among other things the propriety of the enquiry was also assailed. It is alleged that important documents were furnished in the enquiry by the management only after the closing of the enquiry. It is also alleged that neither the list of witnesses nor the list of documents with copies of the same were given to the worker. Therefore it is alleged that the enquiry was conducted in violation of the principles of natural justice. Although there was a Presenting Officer for the management Bank, leading questions were asked in chief examination by the Enquiry Officer himself. In view of these, it is contended that any finding on the improper domestic enquiry is unacceptable to the worker. Moreover it is vitiated on the ground of various infirmities also. Regarding the merit of the case it is contended that for the missing of substantial amount the worker cannot be held responsible. Such a loss was happened more because of the insufficient safety arrangement in the cash cabin. The cabin was not provided with any net around. The door and the cash cabin had no mukka locking system. Moreover so much freedom was enjoyed in the cabin by some representatives of big customers. With the permission of the Manager, they used to get inside the cabin and collected the amount. In the busy hours it was very difficult to have close watch on those irregular entrants to the cash cabin. The worker suspected the missing on account of the illegal entry of some of the big customers inside the cash cabin. It is also stated that the management never had the case that she had committed any kind of misappropriation or theft. Since there was no illegal gain to her and the loss was caused only on account of some clever manipulations of some customers and for that she may not be penalised. The cash chest in the Bank was insured and on reporting of theft the Insurance Company indemnified the Bank sufficiently and therefore allegation of loss to the Bank is also not sustainable. Therefore she makes plea for setting aside the dismissal effected in her case and also makes plea for reinstating her in service with the benefit of back wages and of continuity in service.

4. The management in their written statement disputed most of the allegations raised against the enquiry and also against the alleged improper keeping of the cash cabin etc. It is stated that on the closing day previous to the date of incident, the cash amounting to Rs. 6,29,003.21 was kept in the safe. The cash detail book was signed by the Cashier and the Manager while closing. On 16-2-1983 the worker took over the charge of cash in the presence of another Officer at the branch in accordance with the practice usually followed in all the branches. The cash contained three bundles of currency of hundred rupees denomination. Only one payment amounting to Rs. 2.07 lakhs had been made on that day and that was to one Mahavir Textiles at about 10.30 A.M. The shortage was reported by the worker only at 4 P.M. to the Manager. Immediately after the reporting of shortage of cash, books were verified and cash was physically checked and a shortage of Rs. 1 lakh was confirmed and a complaint was lodged to the nearby Police Station. The shortage of cash amounting to Rs. 1 lakh was only due to the gross negligence on the part of the worker concerned. The allegation about the security arrangement is also denied. According to the management the automatic lock was fixed about two or three days before the incident. The allegation of excess work to the Cashier is also disputed by the management. According to them no such complaint regarding over work was raised either by the worker herein or any of her predecessors. Regarding the enquiry and report it is contended that the evidence adduced was properly considered before imposing punishment of dismissal on the worker. The appeal filed by

her in terms of bipartite settlement was also considered. According to the management, the worker concerned was functioning as a Cashier in the Bank and that too at place of business like Bombay and thus she should have been more careful and vigilant. The punishment awarded to her is neither excessive nor disproportionate. Therefore it is not at all a matter which requires the interference of this Tribunal by invoking the powers vested under Section 11-A of the I.D. Act. To the interest of Bank it is neither desirable nor expedient to reinstate this worker again in service.

5. On the validity of the enquiry both sides were permitted to adduce evidence. By an order dated 6-8-1992 this Tribunal passed an order declaring the enquiry as valid and proper. I shall extract hereunder the full text of the preliminary order:

- (1) By the reference order of the Government of India No. L-12012/143/90-IR-B.II dated 6-3-1991 the issue of termination of the services of Smt. Nazeem Ashraf, Clerk-cum-Cashier of the management Bank was referred for adjudication.
- (2) The worker concerned was dismissed from service with effect from 5-7-1984 after conducting a domestic enquiry through a senior official of the management Bank. In the claim statement filed by the worker, among other things, it is contended that the domestic enquiry conducted against her was in clear violation of the principles of natural justice. According to her, certain important documents were produced at the time of enquiry only after the closing of the evidence. The examination of the witnesses were completed on 16-2-1984 and only on the next day copies of the documents along with records of the enquiry proceedings were given to her. Before starting of the enquiry neither the list of witnesses nor the list of documents was given to her. It is also alleged that the Enquiry Officer was acting as a Prosecutor as well as Judge.
- (3) The management refuted the allegations against the enquiry. According to them, the documents relied on by the management were brought on record during the enquiry itself and the allegation that those were brought behind the back of the worker is erroneous. The domestic enquiry was conducted by the Asst. Regional Manager of the Management Bank and he conducted the enquiry in accordance with instructions and guidelines issued by the bank and also observing the principles of natural justice. No prejudice has been caused to the worker during the enquiry on account of the procedure adopted by the Enquiry Officer and therefore the enquiry may be declared as valid and proper. To substantiate respective contentions, both sides adduced oral evidence.
- (4) On the side of the management the Enquiry Officer himself was examined. He has stated that the enquiry proceedings were recorded in a book and all the pages in that book were signed by the delinquent worker. The copies of the documents relied on by the management were given to the worker in advance and those are part of the enquiry file.
- (5) While tendering oral evidence, the worker herself could not establish that serious infirmities were there in the matter of conducting of enquiry. Her evidence was mainly to establish her innocence. Although in the Chief examination she has stated that lists of documents and witnesses were given to her only after the close of the enquiry, in the cross-examination she has stated that no objections were raised by her while marking the documents by the management. It is also admitted that in the presence of her and her representative, all the documents were marked by the management. It is also admitted that all the management witnesses were cross-examined.
- (6) While going through the enquiry filed and also the oral testimony of the witnesses, nothing could be found to declare the domestic enquiry as illegal and

invalid. All the documents were marked by the management in the presence of the worker and her representative. No objections were also admittedly raised by them for not giving advance copies of the documents.

- (7) In the result, I hold that the enquiry is valid and proper. Post this Industrial Dispute for hearing on the legality of the punishment on 27-6-1992."

6. In the light of the declaration of the domestic enquiry conducted against the worker as valid and proper the only issue to be considered is whether the punishment awarded to the worker is justifiable and whether it is proportionate to the gravity of the offence alleged to have committed by her.

7. It is true that there was missing of substantial amount coming to Rs. 1 lakh from the cash cabin on 16-2-1983. The shortage was detected after the closing of the money transaction and the worker reported the missing of cash to the Chief Accountant. On the same day itself she reported the matter to the Manager with written submission. There is no allegation against the worker that she had manipulated everything so as to make illegal gain to her. There is also no allegation of theft against her. In the complaint lodged before the Police on that day also no suspicion was raised against the worker who was in charge of the cash on that day. In the written statement filed by the management it is admitted that although normally no customers will be permitted to get inside the cabin to receive the cash payments, only in the case of one of the customers viz. M/s. Mahavir Textiles permissions were usually given to enter in the cabin. On that particular day that customer encashed 20 cheques valuing Rs. 2.07 lakhs. The owner of Mahavir Textiles may not be the person who comes usually to the Bank for collecting the money from the Bank. Only a representative of them may be coming to the Bank every day to transact Banking business. By utilizing the unusual privilege allowed in the Bank, some manipulations might have been made by the representative of that privileged customer. In the course of transaction either due to oversight or due to unusual permission enjoyed, excess money might have been collected by their representative. It is at everybody's guess that a person who receives excess amount by way of manipulation will not reveal the same to anybody. Possibly that might have happened in his case also.

8. Insufficiency of the security arrangement was clearly stated by the worker while answering the show cause notice issued to her. While deposing before this Court she has stated that grills were fixed around the cabin after the alleged incident. According to her, the door was also provided with latches after the incident. On that point there is no cross-examination so as to contradict the sworn testimony of the worker. The enquiry files show that most of the witnesses examined on the side of the worker were employees of the same branch and all of them had stated about inadequate safety arrangement and also about the excessive freedom enjoyed by some of the privileged customers. On that day of incident even according to the management, only two customers received payments exceeding Rupees One lakh. The enquiry made by the Bank to those customers revealed that none of them had received excess payments. Moreover it is too much to presume that the customer who came to the Bank for drawing a lesser amount had received Rs. One lakh additionally on account of oversight of the Cashier.

9. In the counter statement filed by the management it is stated that at the time of opening of the cash on that day, there were only three bundles of currency of Rs. 100 denomination. For having Rs. One lakh, there should be 10 bundles of Rs. 100 denomination. The chance for giving 10 additional bundles to any customer by the Cashier by mistake is beyond all imaginations. Therefore only conclusion plausible is that somebody might have stolen the money from the cash cabin by taking advantage of the extra privilege given.

10. In the claim statement filed by the worker it is stated that the Insurance Company indemnified the Bank for the

loss and had given 90 per cent of the lost amount. The management had also more or less admitted that fact. In the course of final argument this Tribunal asked counsel for the management to make available application showing the claim made by the Bank for getting money from Insurance Company. Accordingly the learned counsel produced the photocopies of the application and also other correspondence connected with that. In the Column 5 of the application regarding the circumstance leading to the discovery of the shortage of amount the management has stated like this :

"On 16-2-1983 Smt Nazeema Ashraf, Cashier the sole in-charge of cash detected the shortage of cash while tallying the total cash at about 4 P.M. and reported the matter to the Branch Manager".

11. In answer to the question contained in the claim Form (No. 3) the alleged loss was stated to be due to theft. This will show that the management was well convinced about the theft committed in the Bank by some other person. They have no allegation of theft against the delinquent worker. If it is clearly of an incident of theft, how an employee could be blamed entirely for that. Theft is usually committed despite all kinds of diligence or vigilance or caution on the part of the property owner. Despite all kinds of precaution, alertness and police vigilance, large number of thefts are being committed almost everybody in many places. On account of manipulation and other tactics exclusively known to thieves themselves they can carry on this pernicious art without anybody's knowledge. Incidence of catching of thieves on the spot itself is very rare. A person will be normally vigilant if there is the possibility of committing theft during the day time. But so much vigilance may not be there if privileged customers or their representatives are coming inside the cabin with permission of the Manager. In these circumstances, the attribution of negligence on the part of the delinquent worker alone is not sound or reasonable or proper. The entire administrative set up in the Bank is to be blamed for that. After fully convinced about the theft and knowing about the failure of police investigation the management should not have made a low paid employee as a scapegoat for this sort of incident, especially after receiving a substantial amount from the Insurance Company by way of indemnity. Therefore, according to me, the management had not shown any fairness to the worker. The awarding of maximum punishment of dismissal was quite unsustainable. Therefore, I set aside the order of dismissal. She will be entitled for continuity in service and the benefit of 75 per cent of the back wages.

(Dated this the 16th day of March, 1993).

APPENDIX

(I.D. No. 11/91)

Witness examined on the side of the Management:—
MW1 : Vipinkumar Malhotra.

Exhibits marked on the side of the Management:—
M1 : Enquiry File.
M2 : Enquiry Report.

Witness examined on the side of the Worker :—
WW1 : Nazeem Ashraf.

Exhibits marked on the side of the Worker:—
NIL

K. KANAKACHANDRAN, Industrial Tribunal,
Alleppey

नई दिल्ली, 16 अप्रैल, 1993

का.प्र. 907.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यू. पी. राज्य खनिज विकास निगम यूनिट, ललितपुर (यूपी) के प्रबंधक के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय

सरकार औद्योगिक अधिकरण, कानपुर के पंचाद को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-4-93 को प्राप्त हुआ था।

[संख्या एल - 29012/11/86 - जो III (बी)]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 16th April, 1993

S.O. 907.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of U.P. Rajya Khaniz Vikas Nigam Unit, Lalitpur (U.P.) and their workmen, which was received by the Central Government on the 7-4-93.

[No. L-29012/11/86-D.III(B)]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE SRI ARJAN DEV PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL PANDU NAGAR, DEOKI PALACE ROAD KANPUR

Industrial Dispute No. 79 of 1987

In the matter of dispute between:

Sri Paras Nath Pandey,
C/o Sri Damodar,
Vice President,

Bhartiya Coment Ulyog Mazdoor Sangh,
Dala Post Dala District Mirzapur.

AND

The Mines Manager,
U.P. Raya Khaniz Vikas Nigam Unit Rak
Phosphate Project Saurai Pisanari
Lalitpur (U.P.).

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-29012/11/86-D.III(B) dt. 2-7-87, has referred the following dispute for adjudication to this Tribunal:—

"Whether the action of the management of U.P. State Mineral Development Corporation Ltd., in terminating the services of Sri Paras Nath Pandey Ex-Security Hawaldar, at their Lalitpur Unit w.e.f. 28-8-85 is justified? If not, what relief the concerned workman is entitled?"

2. The present case is pending for cross examination of the Union witness since 6-12-91, thereafter several dates were allowed to the union but on none of the dates fixed in the case Union witness appeared for his cross examination. Again when the case was taken up for hearing on 19-3-93, Sri V. Singh appeared for the Management but none appeared for the Union. Even the witness also did not turn up.

3. Thus from the above it appears that the Union is not interested in the case. Moreover the case cannot be kept pending in the manner stated above.

4. Therefore in view of the facts and circumstances stated above, a no claim award is given against the Union/workman.

5. Reference is answered accordingly.

26-3-93

ARJAN DEV, Presiding Officer

Let six copies of this award be sent to the Government for its publication.

(ARJAN DEV)

मई विल्सी, 16 अप्रैल, 1993

का.प्रा. 908.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार तेल एवं प्राकृतिक गैस आयोग बड़ोदा (गुजरात) के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण अहमदाबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-4-93 को प्राप्त हुआ था।

[संख्या एल - 30011/5/91 - आईआर (विविध)]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 16th April, 1993

S.O. 908.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Ahmedabad as shown in the Annexure of the Industrial Dispute between the employers in relation to the management of Oil & Natural Gas Commission, Baroda (Gujarat) and their workman, which was received by the Central Government on the 7-4-93.

[No. L-30011/5/91-R(Misc)]
B. M. DAVID, Desk Officer

ANNEXURE

BEFORE SHRI V. H. THAKORE, PRESIDING OFFICER
INDUSTRIAL TRIBUNAL, AHMEDABAD

Reference (ITC) No. 54 of 1991

ADJUDICATION

BETWEEN

The Oil & Natural Gas Commission,
Western Region—Gujarat
Baroda. First party.

AND

The Workmen employed under it.—Second party.

In the matter of three demands regarding promotion from Righmen to Topmen and of appointment of the Assistant Technicians (ROM) as Righmen of the workmen of the Commission working in the Western Region, Gujarat and abolition of the post of Assistant Technicians (ROM) or Drilling Assistant Gr. III below the post of Righman.

APPEARANCES:

Shri K. V. Gadhia, Advocate—for the first party.

Shri M. B. Vakil, Advocate—for the second party.

AWARD

An Industrial dispute between the Oil & Natural Gas Commission, Western Region, Gujarat Baroda (hereinafter referred to as 'the Commission') and the workmen employed under it has been referred to this Tribunal u/s. 10(1)(d) of the Industrial Disputes Act, 1947 (hereinafter referred to as 'the Act') by the Under Secretary of Ministry of Labour, Government of India, New Delhi under his order No. L-30011/5/91-IR(Misc.) dt. 13-8-91. The dispute relating to the three demands regarding promotions from Righmen to Topmen and of appointment of the Assistant Technicians (ROM) as Righmen of the workmen of the Commission working in the Western Region, Gujarat and abolition of the posts of Assistant Technicians (ROM) or Drilling Assistant Gr. III below the post of Righman. The exact terms of the reference are as under :

"Whether the demands of the Righman and Topmen Assn., Oil and Natural Gas Commission, Western Region, Gujarat

(i) that after completion of four years of service as Righmen should be considered for promotion as

Topman especially when these Righmen are carrying out the work of Topmen and working as such and when all the Righmen from 1982 to 1984 batches have been promoted.

(ii) The Assistant Technicians (ROM) working as Righmen since their date of joining should also be appointed as Righmen and the post of AT (ROM) or Drilling Asst. Gr. III below the post of Righmen should be abolished are justified and legal? If so, to what relief the workmen are entitled for and what directions are necessary in the matter?"

2. After the receipt of this reference in this Tribunal, the parties were issued usual notices calling upon them to file their respective statements and the same were duly served on them. The second party i.e. Righman and Topman Association, the Oil and Natural Gas Commission, Western Region-Gujarat (hereinafter referred to as 'the Association') has filed its statement of claim at Ex. 4 and supplementary statement of claim at Ex. 9. So far as the first demand is concerned, it has, inter alia, stated that the management of the Commission's Western Region, Gujarat at Baroda appoints and promotes various workmen under different disciplines and they are governed by the provisions of Recruitment and Promotion Regulations, 1980 (hereinafter referred to as 'the Regulations') made by the Commission in exercise of the powers conferred by Section-32 of the Oil and Natural Gas Commission Act, 1959 with the previous approval of the Central Govt. It has stated that the workmen of 1985 batch as per the particulars furnished in the Annexure-A and enclosed with the statement of claim have been appointed as Righmen in drilling discipline in the Commission's Western Region-Gujarat at its various projects at Ankleshwar, Ahmedabad, Mehsana and Cambay since the year 1985 and they are working as Righmen as such and their basic pay is Rs. 1306/- per month. It has also stated that under the provisions of the Regulations promotion from the post of Righmen is in the post of Topman. It has further stated that the Commission had appointed Righmen for Western Region, Gujarat in batches during the years 1982, 1983 and 1984 and as per the settlement with the management of the Commission those workmen of the said three batches were to be promoted as Topmen after completion of four years service as Righmen by relaxation of the provisions of the Regulations on account of shortage of Topmen and accordingly those workmen of the said three batches were promoted as Topmen w.e.f. 1-1-87, 1-1-88 and 1-1-89 respectively on completion of their four years service and so it expected that the batch of 1985 would also be promoted by the Management of the Commission as Topmen w.e.f. 1-1-90 on completion of their four years service as Righmen on 31-12-89. However, no such relaxation was made in their case and they were not given promotion as Topmen w.e.f. 1-1-90. It has also stated that its demand for promotion of the workmen of 1985 batch working as Righmen as Topmen on completion of four years service w.e.f. 1-1-90 by relaxation of the provision of the Regulation is quite legal, reasonable, just and proper. It has, therefore, prayed that the management of the Commission, Western Region, Gujarat be directed to promote the concerned workmen of 1985 batch working as Righmen as Topmen w.e.f. 1-1-90 on completion of their four years service.

3. So far as second demand is concerned, the Association has stated that as per the provisions of the Regulations, there is no post of Assistant Technician (ROM) or Drilling Assistant Gr III below the post of Righmen in drilling discipline, but in spite of it, the management of the Commission's Western Region appointed workmen as per the particulars furnished in the Annexure-B and enclosed with the statement of claim as Assistant Technicians (ROM) in drilling discipline at its various projects. It has also stated that, in fact, the concerned workmen do the work as Righmen since their joining service and so they should be appointed as Righmen from the date they joined service. It has further stated that the work which they are required to do is the same as those of Righmen and they have to do hard and tough type of work like those Righmen and Topmen. It has, therefore, stated that its demand for appointment of the Assistant Technicians (ROM) as Righmen w.e.f. the date those workmen joined service quite legal, reasonable, just and proper. It has, therefore, prayed that the management of the Commission, Western Region, Gujarat be directed,

to appoint the concerned workmen working as Assistant Technicians (TOM) as Rigmen from the date of their joining the service.

4. So far as the third demand is concerned, the Association has stated that when the provisions of the Regulations do not provide for categories of posts of Assistant Technician (TOM) and Drilling Assistant Gr. III below the post of Rigman in drilling discipline then the appointment of the workmen on those posts is neither legal nor justifiable and so the same should be abolished. It has, therefore, prayed that the Commission be directed to abolish the post of Assistant Technician (ROM) or Drilling Assistant Gr. III below the post of Rigman in drilling discipline in the Commission's Western Region, Gujarat.

5. The Commission has filed its written statement at Ex. 8. It has contended that this reference is incompetent and bad in law and hence not maintainable at law. It has also contended that this Tribunal has no jurisdiction to entertain this reference. So far as the first demand is concerned, it has admitted the fact that the management of its Western Region, Gujarat at Baroda appoints and promotes various workmen in different disciplines and they are governed by the provisions of the Regulations. It has also admitted the fact that the concerned workmen of 1985 batch have been appointed as Rigmen in drilling discipline in its Western Region, Gujarat at its various projects at Ankleshwar, Ahmedabad, Mehsana & Cambay since the year 1985 and they are working as Rigman as such and their basic pay is Rs. 1300 per month. It has further admitted the fact that under the provisions of the Regulations promotion from the post of Rigmen in the post of Topman. It has admitted the fact that it had appointed Rigmen for Western Region-Gujarat during the years 1982, 1983 & 1984 and those workmen of the said three batches were promoted as Topmen after completion of four years service as Rigmen by relaxation of the provisions of the Regulations on account of shortage of Topmen w.e.f. 1-1-87, 1-1-88 & 1-1-89 respectively. But it has denied that it was also expected that the batch of 1985 would be likewise promoted by its management as Topmen w.e.f. 1-1-90 on completion of their four years service as Rigmen on 31-12-89. It has, however, admitted the fact that no relaxation was made in the case of those workmen working as Rigmen belonging to the batch of 1985 and they were not granted promotion as Topmen w.e.f. 1-1-90. But it has denied that the demand of the Association for the promotion of the workmen of 1985 batch working as Rigmen as Topmen by relaxation of the provisions of the regulations on completion of four years service w.e.f. 1-1-90 is legal, reasonable, just and proper.

6. Now the version of the Commission with regard to the first demand is that it is a body corporate established under the Oil & Natural Gas Commission Act, 1959 enacted by the Parliament with its head quarters at Dehradun and its projects and offices are all over India and its functions generally are to plan, promote, organise and implement programme for the development of Petroleum Products produced by it and to perform such functions as the Central Govt. may from time to time assign to it. Its further version is that under section 32 of the said Act, it is empowered to make regulations with the previous approval of the Central Govt. by notification published in the official gazette, not inconsistent with the Act and Rules made thereunder for enabling it to discharge its functions under the Act and the Commission has framed the Regulations which, inter alia, laid down the conditions regulating the recruitment and promotions for regular employee of it and as per the provisions of the Regulations, if any Rigman completes six years of service as Rigman he is eligible for promotion to the post of Topman and so he is not entitled to promotion before that as of right but during the years 1982 to 1984 there were many vacancies for Topmen and at that time eligible Rigmen were not available and, therefore, its management gave relaxation that the Rigman with four years experience was eligible to be considered for promotion as a Topman and looking to the work of exigency and vacancies its management gave relaxation and gave promotions to those workmen working as Rigmen and belonging to those three batches after completion of four years service. How-

ever, that does not create the right of any employee to get promotion after completion of four years service as Rigmen. According to the Commission, there were only 110 vacancies of Topmen which were available in drilling discipline as on 1-1-90 while there were 154 Rigmen available for consideration and so all could not be considered and promoted against 110 vacancies and, therefore, the demand of the Association for relaxation which was granted on earlier occasions could not be granted on this occasion also because relaxation is being considered on the merits of each case and keeping in view the urgency of the requirement and the vacancies. Hence the demand of the Association for a direction to promote the concerned workmen of 1985 batch working as Rigmen as Topmen w.e.f. 1-1-90 on completion of their four years service by relaxation of the provisions of the Regulations is neither legal reasonable nor just and proper and so the same be rejected.

7. So far as the second demand of the Association is concerned, it has denied that the Management of its Western Region appointed workmen in the post designated as Assistant Technicians (ROM) in place of Rigmen. It has also denied the fact that all the Technicians (ROM) are working as Rigmen and they possess the same qualification like Rigmen as alleged or otherwise.

8. Now the version of the Commission with regard to the second demand is that the post of Assistant Technicians (ROM) is a sample one and as per its Regulations the qualification and experience required for filling up the posts of Rigmen are that the same would be filled in by recruitment within the ONGC employees who are matric and possessing trade certificate in Fitting/Mechanic Trades and have put in atleast three years service in the pay scale of Rs. 370 10-460-12-520-15-580-20-640 and, therefore, no person would be directly appointed as Rigman. Its further version is that since this post was to be filled in from within ONGC and as candidates with required experience within the ONGC were not available, the sample posts of Assistant Technician (ROM) and Drilling Assistant Gr. III were created and these Assistant Technicians (ROM) were neither departmental candidates when they joined nor they had three years experience at that time. There was no question of Assistant Technician (ROM) being given straightway appointment as Rigman from the date he joined as Assistant Technician (ROM). However, all these Assistant Technicians (ROM) who completed three years experience were being appointed as Rigmen. According to the Commission, Assistant Technicians (ROM) are fresh and inexperienced persons and their pay scales are lower than Rigmen while the Rigmen are an experience one and the pay scale is higher and so they cannot be compared equally with each other and unless and untill the required number of experience as prescribed in the Regulations is acquired by those Assistant Technicians (ROM) they cannot be considered for appointment to the post of Rigman. According to it, the concerned workmen were issued offer of appointment to the post of Assistant Technician (ROM) and as per the terms and conditions of appointment they accepted the said post and joined their service as Assistant Technician (ROM) and so the demand for considering them as Rigman from the date of their joining their service is neither legal nor reasonable nor proper and justifiable and hence the same be rejected.

9. So far as third demand of the Association is concerned, the Commission's version is that its management created the posts of Assistant Technician (ROM) and Drilling Assistant Gr. III below the post of Rigman looking to its requirement and emergency and its day to day experience and it was entirely a managerial function and so this Tribunal has no jurisdiction to give such a direction to its management to abolish such posts and hence the demand of the Association being not legal nor proper nor justifiable the same be rejected. It has therefore, contended that the Association is not entitled to the reliefs as claimed and its demand be rejected and consequently this reference be also rejected.

10. Shri M. B. Vakil, the learned Advocate for the Association and Shri K. V. Gadhia, the learned Advocate for the Commission were heard. The Association has led oral evidence of two concerned workmen, namely, Shri Shailashkumar Limbaji Ghoghara and Shri Chandrakant Bhaishanker Bhatt.

It has also produced various documents with lists Exs. 10, 19, 35 & 48 and they are at Exs. 11 to 14, 20 & 21, 36 to 44 and 49 respectively. As against this, the Commission has led oral evidence of Shri Mansukhlal Kanchanlal and it has produced various documents with lists Exs. 17 & 28 and they are at Exs. 18 & 29 & 30 respectively.

11. Now the oral evidence of Shri Chandrakant Bhaishanker Bhatt is to the effect that he was appointed as Rigman on 27-2-85 and he joined service on 18-3-85 and his was direct appointment and he never served in the Commission before. He has stated that he does the work as a Topman from the beginning while he is being paid the salary of a Rigman and as work of Topman was being taken from him and so he raised protest for the same twice. He has also stated that Rigman is required to do the work on Rotary while Topman is required to do the work on Monkey Board which was at a height of 75 feet from the Rotary. He has further stated that the workmen who were appointed as Rigmen during the year 1984 were granted promotion as Topman on completion of their service of four years as Rigmen.

12. Similarly, the evidence of Shri Shailashkumar Limbaji Ghoghara is to the effect that he joined service in the Commission's Ahmedabad Division as Assistant Technician (ROM) w.e.f. 27-12-88 and since then he is doing the work as that of a Rigman but he is given the salary of Assistant Technician (ROM) and not that of a Rigman though the post of Rigman is higher than the post of Assistant Technician (ROM). He has stated that Rigman is required to do work on Rotary and he was doing that work from the beginning while Assistant Technician (ROM) is required to assist the Rigman and he has to do the work of servicing the rig and maintenance and of filling oil. He has also stated that he had met with an accident on 6-5-91 while working on Rotary.

13. As against this, the evidence of Shri Mansukhlal Kanchanlal is to the effect that he is serving with the Commission and at present he is Dy. Director (Personnel & Administration). He has stated that as per the provisions of the Regulations in drilling discipline post of Topman is being filled 100% by promotion from the post of Rigman with experience of six years as Rigman. While the post of Rigman is filled 100% by direct recruitment but that post could be filled in by the recruitment from within ONGC and with certain qualifications and experience as mentioned therein. He has also stated that during the years 1982/1984 there were many vacancies for the post of Topman and at that time eligible Rigman were not available and so relaxation was made by the Management that a Rigman with four years experience be promoted as Topman even though as per the provisions of Regulations six years experience as Rigman was required and those orders were issued by the Commission's Head Office at Dehradun. He has further stated that on account of that relaxation workmen working as Rigmen of 1982, 1983 & 1984 batches promoted as Topmen on completion of their four years service as Rigmen and so there was no urgent necessity to fill up the vacant posts of Topmen from Rigmen of the batch of 1985 on completion of their four years service but they were given promotion as Topmen w.e.f. 1-1-92 on completion of their six years of service as Rigmen on 31-12-91. He has stated that office of the Commission of the Western Region at Baroda had written a letter to the Commission's Head Office at Dehradun in June, 1990 to relax the provisions of the Regulations for granting promotion to Rigmen as Topmen and belonging to the batch of 1985 but that was not accepted. He has also stated that there are about 150 to 200 promotion posts in the office of the Commission and if such a relaxation is made in the case of promotion of Topmen then the workmen of other categories would also make demand for such relaxation for their promotions. While he has denied that the workmen working as Rigmen do the work as Topmen. He has stated that for the appointment of the Rigmen in drilling discipline the qualifications and experience as per the provisions of the Regulations are that he must be a matriculate and he must possess trade certificate of fitting and mechanic trades and he should have put in atleast three be an employee in the pay scale of Rs. 370-640 and he should be an employee in the ONGC. He has also stated

that such posts with the above pay scale designated as Assistant Technician are provided for in other disciplines namely, in diesel, auto, fitting, welding, etc. and so such workmen possessing the above qualifications but not having three years experience were being appointed as Assistant Technicians (Fitting, Operations & Maintenance) in the drilling discipline and such workmen on completion of three years service in that category were being appointed as Rigmen in drilling discipline. He has further stated that the work of Assistant Technician (ROM) and Rigman is different because the Rigman ordinarily does work over drilling rig as his experienced while Assistant Technician (ROM) is inexperienced and so the responsibility of the Rigman is more than that of Assistant Technician (ROM) and so the pay scales of both these categories are different.

14. Now, before considering the rival contentions of the parties, it would be necessary to state certain undisputed facts relevant for deciding the same. It is undisputed that the Commission is established under the Oil & Natural Gas Commission Act, 1959 by an act of Parliament with its head quarters at Dehradun and its projects and offices are all over India and its functions generally are to plan, promote, organise and implement programmes for the development of Petroleum Products produced by it and to perform such functions as the Central Govt. may from time to time assign to it.

15. It is also undisputed that u/s. 32 of the said Act, the Commission is empowered to make Regulations with the previous approval of the Central Govt. by notification published in the official gazette not inconsistent with the Act and the rules made therein for enabling it to discharge its functions under the Act and the Commission has accordingly made the Regulations called as "Oil & Natural Gas Commission (Recruitment and Promotion) Regulations 1980" by notification dated 8-4-80 and xerox copy thereof is with the record of this case, while xerox copy of the relevant part of it is at Ex. 18. The contents of the Regulations reveal that Regulation-3 provides for method of filling posts in the Commission which, inter alia, provides for direct recruitment or promotion of employees already in the services of the Commission. Regulation-4 provides for categories of posts, scales of pay, qualifications and other matters connected therewith and it, inter alia, provides that the categories of posts, scales of pay, method of recruitment, qualification and other matters connected therewith for appointment or promotion to the said posts, the percentage reserved for promotion and for direct recruitment to the posts thereof shall be as specified in Schedule I and Schedule II appended to these regulations, subject to any relaxation from time to time by the Commission. Regulation-5 inter alia, provides the age limit for direct recruitment and other matters to be followed while making recruitments and promotions. Regulation-6 provides for filling up the vacancies by direct recruitment. Regulation-7 provides for filling up of vacancies by promotion. It, inter alia, provides that all promotions to posts shall be considered by a Promotion Committee duly constituted in accordance with the orders issued by the Commission in this behalf and it shall consist of not less than three members and all employees of the Commission, who fulfil the criteria as laid down for promotion to the posts in Schedule I and Schedule II appended to these regulations shall be eligible for consideration for promotion provided that where vacancies to be filled by promotion are limited and the number of employees who fulfil the said criteria are more, the Promotion Committee shall decide the number of the employees to be considered for such vacancies and provided further that the number of employees to be considered for such vacancies shall not be less than twice the number of vacancies sought to be filled. Its sub-Regulation (8) inter alia, provides that after issuance of promotion orders according to the availability of vacancies, the names of remaining candidates shall be kept in the list for further use to fill up vacancies which may arise in future : Provided that the period of validity of the said list shall be six months from the date of its acceptance by the appointing authority. Provided further that the said period may be extended by a further period of six months by the appointing authority for reasons to be recorded in writing. While Regulation 8, provides for appeals and Regulation 9 provides for review and Regulation 10 provides for special representation to certain specified categories

of persons and Regulation-11 provides for interpretation and Regulation 12 provides for Repeal and Saving.

16. It is equally undisputed that Schedule I appended to the Regulations specified category of post, scale of pay, mode of appointment, qualifications & experience of various employees of the Commission of different sections, namely, engineering, Geoscience and other services, while Drilling discipline is included in Engineering section mentioned at serial No. 1.3. It provides for 20 categories of posts and the posts of Topman and Righmen are at serial Nos. 10 & 11 respectively. The scale of pay of Topman mentioned is 530-15-560-20-760-25-1060 and the mode of appointment provided is 100 per cent by promotion from the category of Righmen having experience of six years as Righmen. While the scale of pay of Righmen mentioned is 440-12-488-15-578-20-758 and mode of appointment provided is 100 per cent by direct recruitment, while qualifications and experience mentioned for the post of Righman are that the post will be filled in by recruitment from within the ONGC and employees who are Matric and possessing Trade Certificate in Fitting/Mechanic trades and have put in at least three years service in the pay scale of Rs. 370-10-460-12-520-15-580-20-640 will be eligible for consideration for appointment to this post. Age limit 30 years and not relaxable. There is no category of post of Assistant Technician (Rig Operator and Maintenance) mentioned below the post of Righman in drilling discipline. But there is category of post of Assistant Operator cum Cementing Mechanic mentioned at serial No. 20 in drilling discipline with the pay scale of Rs. 370-10-460-12-520-15-580-20-640 which provides for appointment of 80 percent by direct recruitment and 20% by promotion and qualifications provided are Trade Certificate in Auto/Fitting/Mechanic Trades (Matric with Trade Certificate in Auto/Fitting/Mechanic Trade will be preferred) should have valid heavy vehicle driving licence. While the experience required is 6 years' as Helper Grade II and he should have valid Heavy vehicle driving licence. Test apply. While in other disciplines, namely, 1.1. Civil Engineering, 1.4 Electrical, 1.5 Electronics & Telecommunication, 1.6. Instrumentation, 1.8. Mechanical, 1.9. Production, 1.10. Transport and Auto such categories of posts as Assistant Technician (Mason), (Plumbing), Electricians, Instrumentation, Fitting, Machining Foundry, Carpentry, Welding, Production & Auto have been provided for. Similarly, in 1.9 production discipline there are categories of posts of Topman and Righman (Production) at serial Nos. 19 & 20 and their pay scales, mode of appointment, qualifications and experience are the same as provided for those categories of posts in 1.3 drilling discipline.

17. Now it is an admitted fact that the management of the Commission had appointed Pighmen for Western Region, Gujarat in Batches during the year 1982, 1983 and 1984 and an industrial dispute was raised with almost identical demand as first demand raised by the Association in this reference and that was referred by the Govt. of India, Ministry of Labour to the Central Govt. Industrial Tribunal No. 2 at Bombay and during the pendency of that reference a settlement was arrived at between the Chairman of the ONGC Righman and Topman Association, Ankleshwar and the Administrative Officer of the ONGC and as per this settlement, the Righmen of the said three batches were promoted as Topmen after completion of four years service as Righmen by relaxation of the provisions of the Regulations w.e.f. 1-1-87, 1-1-88 and 1-1-89 respectively and the said Tribunal was informed by their prayer dated 7-1-88 to the effect that since the grievance relating to the difference of wages to the Righmen for performing the duties of Topmen from 1982 to date as per reference order No. L-30011/16/86-D. III(B)/IV(B) dated 28-2-87 of Ministry of Labour, New Delhi have already been met with in view of the issuance of promotion orders and thereby resultant benefits to the concerned Righmen to the post of Topmen, no dispute thus pending and may be pleased to treat as disposed off and award accordingly and as the said settlement between the parties was quite beneficial to the members of the said Association and it puts to an end to the dispute between the said two parties and award was passed in terms of the said settlement on 19-7-88 and that fact is quite evident on perusal of the copy of that award published in the Central Govt. Gazette vide Ex. 11. It is also an admitted fact that the Management of the Commission had appointed workmen as Righmen (Drilling) during the year 1985 and copy of the office order of the concerned workman, Shri Chandrakant B. Bhatt dated 27-2-85 is produced at Ex. 21. It appears that Righmen of

this 1985 batch likewise expected that they would also be promoted by the management of the Commission as Topmen w.e.f. 1-1-90 on completion of their four years service as Righmen on 31-12-89 and, in fact, correspondence for that purpose was initiated by the Office of the Regional Director, Western Regional Business Centre, Baroda with the General Manager (Establishment) of the Commission at Dehradun on 24-3-90 and in response to the required information called for by the head office by letter dated 18-5-90 on the subject of filling up of posts of Topmen. Joint Director, Western Regional Office of Baroda furnished the required information by letter dated 19/20-6-90 and thereby mentioned at serial Nos. 5 & 6 that vacancy in the category of Topmen (Drilling) was 110 and number of eligible Righmen (Drilling) under four years criteria as on 1-1-90 were 154 and so he requested that necessary relaxation as required vide his letter of even number dated 24-3-90 may kindly be conveyed to his office at the earliest and it was replied to by General Manager (Establishment) on 27-8-90 and it was observed that on examination of the case that number of Righmen (Drilling) having four years experience as on 1-1-90 were more than the number of posts available and in case the criteria of four years experience for filling in the vacant post of Topmen (Drilling) by direct recruitment was agreed to, then all the Righmen working in the region would come forward who had completed four years with a demand to give them Topmen post and as such in absence of the posts, the question of approving four years criteria as desired did not arise because in case they agreed to give in partial it would create disparity and heart burning with those who had completed four years and might not be getting chance and in that view the proposal could not be agreed to and that is obviously clear on perusal of the contents of those two letters dated 19-6-90 and 26-8-90 whose copies are produced at Exs. 29 & 30. It is further an admitted fact that after this reference was made by the Central Govt. by an order dated 13-8-91 during its pendency all the 154 Righmen of the batch of 1985 have been promoted by the Management of the Commission as Topmen w.e.f. 1-1-92 on completion of their six years service as Righmen on 31-12-91.

18. Now it is an admitted position that even though as per the provisions of the Regulations there is no post of Assistant Technician (ROM) or Drilling Assistant Gr. III below the post of Righman in drilling discipline, the Management of the Commission Western Region appointed workman as Assistant Technicians (Rig Operation and Maintenance) in drilling discipline at its various projects and copy of the office order of such appointment of the concerned workman, Shri S. L. Ghoghra dated 26-12-88 is at Ex. 20. It is also an admitted position that the workmen working in drilling discipline as Topmen, Righmen or as Assistant Technicians (ROM) are required to do hard and tough duties because for drilling some of these workmen are required to go for work on monkey board which is at a height of about 75 feet and they are also required to do hazardous work and that used to result in the accident also and even Righmen were also performing the duties of Topmen and that is clear on perusal of certain documents whose copies are produced at Exs. 36 to 44. It is further an admitted position that some workmen were directly appointed as Righmen (Production) even though they may not have been employees of ONGC and sometimes the management of the Commission's Western Region had relaxed minimum years of experience from three years by one year and that is quite clear on perusal of the memorandum dated 7-12-92 issued to one workman, Shri Ramesh Gehlot by the said office whose copy is produced at Ex. 49. These are in short the undisputed facts relevant for deciding the rival contentions of the parties.

19. So far as the first demand is concerned, it is very clear from the above stated admitted facts that 154 workmen working as Righmen in drilling discipline in the Western Region, Gujarat of the Commission and appointed as such during the year 1985 have been promoted by the Management as Topmen during the pendency of this reference w.e.f. 1-1-92 on completion of their six years service as Righmen on 31-12-91 and, therefore, the only dispute that remains to be resolved is as to whether that batch of 1985 should have been promoted by the Management of the Commission as Topmen w.e.f. 1-1-90 on completion of their four years service as Righmen on 31-12-89 by relaxation of the provisions of the Regulations as per the demand of the Association. In my opinion, this demand of the Association is quite reasonable, legal and proper

and justifiable. When admittedly Righmen of previous three batches of 1982, 1983 & 1984 were promoted by the Management of the Commission as Topmen on completion of their four years service as Righmen by relaxing the provisions of the Regulations by way of settlement that was arrived at during the pendency of the reference made with regard to that demand then there is no cogent reason as to why that yard stick was not applied by the Management in the case of Righmen of 1985 batch. It is but natural that on account of such relaxation made by the Management in the case of Righmen of those three batches substantial monetary and other benefits have been accrued to them and so similar such benefits would accrue to these Righmen of 1985 batch if such a relaxation is made by the Management in their case if they are granted promotions on completion of their four years service. In fact, the same pattern ought to have been followed by the Management of the Commission in the case of these Righmen of 1985 batch when all other terms and conditions of service of these Righmen of different batches have been the same. Such a settlement was arrived at during the year 1988 and Righmen of batch of 1985 were completing their four years service on 31-12-89. Even correspondence for that purpose was initiated by the office of the Regional Director, Western Regional Business Centre, Baroda to General Manager (Estt), Dehradun on 24-3-90 and a suggestion was made for relaxing the provisions of the Regulations by the said office of Baroda and of granting promotions to those Righmen of 1985 batch on completion of four years service instead of six years service but unfortunately that was not accepted by the Head Office of the Commission at Dehradun and the reason assigned for that whether the number of Righman (Drilling) having 4 years experience as on 1-1-90 was more than the number of posts available and in case the criteria of 4 years experience for filling the vacant post of Topman Drilling by direct recruitment was agreed to, then all the Righmen working in the Region would come forward who had completed 4 years with a demand to give them Topman post and in the absence of the posts, the question of approving four years criteria as desired did not arise because in case it was agreed to give in partial, it would create disparity and heart-burning with those who had completed four years service and might not be getting chance. In my view, these reasons assigned by the head office of the Management of the Commission are devoid of any logic. It is true that the number of the Righmen in drilling discipline having 4 years experience as on 1-1-90 was more than the number of posts available but that question would have arisen also when all the three batches of the previous three years were granting promotions. Apart from it, they are granted promotions on completion of their six years service on 1-1-92. At least, there is nothing to show from the material on record that the number of Righmen of 1985 batch which was as per the version of the Commission 154 had reduced to 110 on 31-12-91 and so it would mean that 44 more Righmen were granted promotion as Topmen on completion of their six years service even though the number of posts available were 110. So that criteria could have been very well applied at that time also. So far as second reason assigned is concerned, the Management must have thought about it when it granted promotion to the Righmen of those three batches of drilling discipline and in spite of it, such a relaxation was made in their cases. It is but natural that once benefit is given to one category of workmen of a particular batch the workmen of that category of other batch would raise similar demand and so the Management ought not to have made such discrimination between one batch and another batch of some category of workmen. In the same way, the third reason assigned cannot be accepted. When admittedly 110 posts were available then if not all atleast 110 Righmen of 1985 batch according to their seniority could have been granted promotion as the Management had such discretionary power to relax the relevant provisions of the Regulations as provided in the Regulations. In that case, there would be no question of creating any disparity or heart burning. On the contrary, disparity and heart burning would be created for the whole batch of Righmen of 1985 when the Righmen of the previous three batches were given such benefit on completion of their four years service. Even the Management of the Commission by such an action made to suffer majority of the Righmen of 1985 batch numbering 110 on the rise that other 44 Righmen of that batch would not be granted promotion as number of posts available were only 110 against 154. In my opinion all the aforesaid reasons assigned by the Management of the Commission are not at all convincing for not granting such benefit to all the Righmen belonging to the batch of 1985

especially when such a relaxation was made only before two years in respect of previous three batches by virtue of settlement arrived at during the pendency of the reference wherein that very demand was raised. When such discretionary powers are exercised arbitrarily and such discrimination is made by the Management of the Commission in respect of the same category of workmen belonging to different batches then it cannot be said to be judicious and impartial one and it could be said to be lacking bona fides and so it can be said to be a mala fide one. Atleast, Management of the Commission was expected to give equal treatment to all these workmen belonging to the same category of different batches. It appears that the Management bowed down to the demand of the Righmen of previous three batches as they raised a dispute for such a relaxation of the provisions of the Regulations and got reference made for the demand and during the pendency of that reference such a settlement was arrived at by the Management of the Commission with the Chairman of the Association. So, the action of the Management of the Commission in not granting promotion to the Righmen of 1985 batch is Topmen on completion of their four years service when all the Righmen from 1982 to 1984 batches were promoted by relaxation of the provisions of the Regulations providing for six years of service is neither legal nor proper nor reasonable and justifiable and, therefore, the Association is justified in making demand for granting promotion to such Righmen of 1985 batch who completed four years of service to be promoted as Topmen.

20. It was, however, contended by Shri Gadhia, the learned Advocate for the Commission that promotion is ordinarily a management function and in the absence of mala fides or victimisation for trade union activities or any unfair labour practice the Tribunal could not arrogate to it the promotional function of the Management nor it has power to create new posts against the demand for promotion and, therefore the Tribunal cannot direct the Management to relax the relevant provisions of the Regulations and to grant promotion to the Righmen of 1985 batch as Topmen on completion of their four years service. Shri Gadhia has relied upon the following decisions in support of his aforesaid contentions. They are—

1. Brooke Bond (India) v. Their Workmen, 1963, I LLJ, page 256 S. C.
2. The Hindustan Lever Ltd. v. The workmen, 1974, I LLJ page 94 S.C.
3. Shri Kanubhai Babubhai Patel v. Gujarat Electricity Board & others in Spl. Civil Application No. 1877 of 1988 decided on 15-4-88, by Gujarat High Court.
4. Shanti Devi v. State of Haryana (Pb. and Hry.) 1986 (3) SLR page 625 Punjab and Haryana High Court.
5. M.U.N.T.E. Assn. v. Mangalore University, 1988 II LLN Karnataka High Court, page 771.
6. Cochin Shipyard Ltd. and Industrial Tribunal, 1990 I LLN Kerala High Court, page 247.
7. R. C. Jha v. Union of India, Central Administrative Tribunal, Delhi, 1987 II SLR, page 106.

21. I have considered these decisions and there is no dispute with the principles laid down therein but it always depends upon the facts of each case as to whether the management is justified in refusing to grant promotion to its employees for the reasons stated by it. So far as the facts of the present case are concerned, I have already considered this aspect and dealt with the same in great detail in the foregoing paragraph and, therefore, it is not necessary to repeat the same. Even at the cost of repetition, I may observe that the Management of the Commission did not act impartially nor exercised its discretion in relaxing the relevant provisions of the Regulations impartially and made a discrimination in the case of Righmen of previous three batches and of 1985 batch in granting them promotions as Topmen and assigned not very cogent reasons for refusing to grant such relaxation in the number of years of the service for such different batches of Righmen. It was not a case of granting promotion of one individual by giving relaxation of the relevant provisions of the Regulations but it was a case of the whole batch of one category of workmen.

As observed earlier when such discrimination is made in the case of same category of workmen of different batches for their promotions by making relaxation of the relevant provisions of the Regulations in relation to some batches and not doing so in case of one another batch though in all other respects the terms and conditions of service of all these Rigmens of different batches are the same then this Tribunal would be justified in intervening with such discretionary power of the Management even in cases of grant of promotion because that would certainly amount to total lack of bona-fides on the part of the Management and the same could be very well said to be mala fide action on the part of the Management. I am, therefore, not inclined to accept the aforesaid contention raised by Shri Gadhia. In that view of the matter, the first demand of the Association will have to be accepted and the Management of the Commission Western Region, Gujarat will have to be directed to grant promotion to 154 concerned workmen of 1985 batch working as Rigmens as Topmen w.e.f. 1-1-90 on completion of their four years service on 31-12-89 by relaxation of the provisions of the Regulations instead of w.e.f. 1-1-92 on completion of their four years service on 31-12-91 and in any event it will have to be directed to promote 110 Rigmens of that batch accordingly as per their seniority in case there were no 154 vacancies on relevant date and to give them all monetary and other benefits flowing therefrom.

22. So far as second demand is concerned, it is quite clear from the above stated admitted facts that even though as per the provisions of the Regulations, there is no post of Assistant Technician (ROM) or Drilling Assistant Gr. III below the post of Rigmens in drilling discipline, the Management of the Commission's Western Region appointed workmen as Assistant Technicians (ROM) in drilling discipline at its various projects. It is also an admitted fact that some workmen were directly appointed as Rigmens even though they were not employees of ONGC and some times the Management had relaxed minimum years of experience from three years by one year. It is further an admitted fact that the workmen working as Assistant Technicians (ROM) were being paid overtime allowance of the grade of Rigmens in case of absence of Rigmens but it is equally an admitted fact that for appointment to the post of Rigmens which is 100 per cent by direct recruitment the qualifications and experience are that the post to be filled in by recruitment from within ONGC and employees who are matric and possessing trade certificate in Fitting/ Mechanic trades and have put in at least three years service in the pay scale of Rs. 370-10-460-12-520-15-580-20-640 and his age should be 30 years and not relaxable. So, it appears that the workmen who possessed the above qualifications but did not have any experience were being appointed by the Management of the Commission, Western Region by giving the designation as Assistant Technicians (ROM) because such posts of Assistant Technicians of that very pay scale with practically same qualifications and experience were provided for in other disciplines as stated above. So, the Commission's version is that it is a sample post and no person could be directly appointed as Rigmens but as these posts were to be filled in from within ONGC and as candidates with required experience within the ONGC were not available the sample posts were created and those candidates who were appointed as Assistant Technicians (ROM) were neither departmental candidates when they joined the service nor they had three years experience at that time. So, they could not be directly appointed as Rigmens from the date they joined service as Assistant Technicians (ROM) but all these Assistant Technicians (ROM) on completion of their three years experience are being appointed as Rigmens in drilling discipline. When such experienced persons are required to be appointed as Rigmens in drilling discipline then obviously fresh appointees without such experience could not be directly appointed as Rigmens because they did not have any experience as prescribed in the Regulations. As stated earlier, it might be that on some occasions they might have worked as Rigmens or even some candidates might have been directly appointed as Rigmens in drilling discipline but such exceptions cannot be made a rule and so the Assistant Technicians (ROM) cannot be appointed as Rigmens from the date they joined service unless they gain the prescribed experience of three years as such an experience is must over and above the qualifications prescribed for the post of Rigmens. Even if it is assumed that the Management of the Commission, Western Region is taking work as that of Rigmens from the workmen who are appointed as Assistant Technicians (ROM),

such work would not be for all the time but the same would be for some time and that would not entitle such workmen to give them direct appointment as Rigmens from the date of their joining the service. At the best, they would be entitled to some allowance more for doing the work of a higher post but it appears from the above referred documents that they were being paid such allowances while the work of Rigmens was being taken from them after some years practical experience. At least, such relaxation in the provisions of the Regulations dispensing with the experience aspect for direct appointment to the post of Rigmens even to the entire class or category of cases is neither desirable nor permissible and it would not be proper on the part of the Tribunal to direct the concerned authority to relax such a provision in the Regulations because that lies entirely in the domain of administrative discretion. In my opinion, under sections 11 and 11A of the Act powers of Industrial Tribunal in matters concerning conditions of service are that it can create new conditions of service or alter the existing ones only if the matter is not regulated by any provisions of law or rules or regulations made thereunder. But it has no jurisdiction to deal with the matters covered by law or rules or regulations made thereunder and to make an award directing employer to regulate conditions of service of its workmen otherwise than in accordance with the statutory provisions of law. So, the demand of the Association that the Assistant Technicians (ROM) working as Rigmens since the date of joining of their deserve should be appointed as Rigmens cannot be justified as it is not legal, proper, reasonable and just and that demand is in clear violation of the relevant provisions of the regulations which provide for minimum number of years experience. Merely because there is no provisions in the regulations in drilling discipline for such posts of Assistant Technical (ROM) that would not necessarily mean that the workmen appointed in that discipline should be appointed as Rigmens even though they have no experience as provided for the appointment of Rigmens. As observed earlier, such posts of Assistant Technicians are provided in other disciplines and so on that basis such posts were created and such appointments were made of the workmen who had necessary qualifications but no experience. While admittedly such workmen on completion of their three years service on gaining such practical experience are being appointed as Rigmens. I am, therefore, not inclined to accept the second demand of the Association regarding appointment of the workmen appointed as Assistant Technicians (ROM) and working as Rigmens since their date of joining the service and the same is rejected.

23. So far as third demand of the Association is concerned, the same being in connection with the second demand cannot be accepted for the same reasons for which the second demand is not accepted and so it is not necessary to repeat those very reasons. Even otherwise the Tribunal cannot direct the Commission to create or abolish certain posts as such creation or abolition of posts is entirely within the domain of administrative function. So, third demand of the Association is neither legal nor justified. I, am, therefore, not inclined to grant it and the same will have to be rejected.

24. In the result, I pass the following order:

ORDER

(i) The first demand of the Association is hereby accepted. The Management of the Commission, Western Region, Gujarat is hereby directed to grant promotion to 154 concerned workmen of 1985 batch working as Rigmens as Topmen in drilling discipline w.e.f. 1-1-90 on completion of their four years service on 31-12-89 by relaxation of the provisions of the regulations instead of w.e.f. 1-1-92 on completion of their six years service on 31-12-91 and in any event it is directed to promote 110 Rigmens of that batch accordingly as per their seniority in case there were no 154 vacancies on relevant date and to give them all monetary and other benefits flowing therefrom within three months from the date of publication of this award.

(ii) While the second demand of the Association to appoint the workmen appointed as Assistant Technicians (ROM) working as Rigmens in drilling discipline in the Commission's Western Region, Gujarat since their date of joining service is hereby rejected.

(iii) Similarly, the third demand of the Association for abolition of the post of Assistant Technician (ROM) or drilling Assistant Gr. III below the post of Rigman in drilling discipline is hereby rejected. No order as to costs.

V. H. THAKORE, Presiding Officer

Secretary

Ahmedabad, 11th March, 1993.

नई दिल्ली, 16 अप्रैल, 1993

का. अ. 909.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. सिल्वेस्टर एण्ड कं. बम्बई के प्रबंधन के संबंध नियोजकों और उनके कमकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2 बम्बई के पंचद को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-4-93 को प्राप्त हुआ था।

[सं. एल - 31012/3/90 - आई आर (विविध)]
बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 16th April, 1993

S.O. 909.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bombay No. 2 as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Sylvester & Co. Bombay and their workmen, which was received by the Central Government on the 7-4-93.

[No. L-31012/3/90-IR (Misc.)]
B. M. DAVID, Desk Officer

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 2, BOMBAY

PRESENT

SHRI P. O. APSHANKAR
PRESIDING OFFICER

Reference No. CGIT-2/9 of 1990

PARTIES :

Employers in relation to the management of M/s.
Sylvester and Co., Bombay.

&

Their Workmen

APPEARANCES :

FOR THE MANAGEMENT : —Shri P. M. Palshikar &
Shri A. M. Pota, Advocates.

FOR THE WORKMAN : —Shri S. R. Wagh Advocate.
INDUSTRY : Clearing & Forwarding Agent.

STATE : Maharashtra.

Bombay, dated the 23rd March, 1993

AWARD

The Central Government by their order No. L-31012/3/90-IR (Misc.) dated 9-6-1990 have referred the following industrial dispute to this Tribunal for adjudication under Section 10(1) (d) of the Industrial Disputes Act, 1947.

"Whether the action of the management of Messrs Sylvester & Co., Bombay, a licensed Clearing & Forwarding Agent, Operating in the major port of Bombay, in terminating the services of Shri Arvind Bansode, Peon, w.e.f. 4-11-1987 is justified. If not, what relief is the workman concerned entitled to ?"

2. The case of the said workman Shri A. B. Bansode as disclosed from the Statement of Claim (Ex. 2) filed on his behalf by the Secretary of the Transport & Dock Workers' Union, Bombay, in short, is thus :

The said workman Shri A. B. Bansode was in the continuous service with M/s. Sylvester & Co., Bombay from the year 1974 to 4-11-1987 i.e. for about 13 years. On 4-11-1987 the workman was late in reporting to his duty, as the local train by which he used to come was late on that day. However, the said company without enquiring into the cause regarding the late attendance of the workman, prevented him from joining to the duty or to sign the muster roll, and was forced to go out of the office, and he was told orally that his services were terminated from that date. His services were terminated by the company without following the due process of law. In the meantime the company was demanding the letter of resignation from him under threats. As the company did not thereafter allow him to resume his duties, he approached the union in question, and that union raised the industrial disputes before the Regional Labour Commissioner (Central) Bombay. As the conciliation proceedings ended in failure, the Central Government made the reference as above to this Tribunal.

3. The said union further alleged thus :—

While the said workman was in the continuous services of that company for about 13 years, he was working there honestly. However he used to be occasionally ill-treated by the company. However he used to tolerate the ill treatment, as he was interested in continuing with his service. A couple of days before the termination of his services, he was forced by the company to sign some papers without the contents thereof being explained to him. However, he did not complain or report about it, as he was interested in saving his job. While the dispute in question was pending before the Regional Labour Commissioner (Central), Shri Paul Fernandes, the Senior Partner of the said company called the workman to his office and asked him to withdraw his industrial dispute before the Regional Labour Commissioner regarding his reinstatement in service, and he further told the workman that if he would agree to that proposal, he would be paid all his legal dues, and that he would also be provided with a suitable job in the company's sister concern. Shri Paul Fernandes told the workman that he should take the decision in the matter on the spot, and in case he would turn down the proposal, he would lose his terminal benefits as well as other job that was offered to him. The workman being in financial difficulty and as he was induced by the senior partner of the company, he accepted the offer, and he was paid some amount towards the terminal benefits. The workman did not however report about it to the union or to the Regional Labour Commissioner, as he was anxious to get the other services from the company. However as the company failed to comply with the said oral promise of giving the other job to him, the workman approached the Regional Labour Commissioner requesting him for the further intervention in the matter. The Regional Labour Commissioner forwarded the original file to the Assistant Labour Commissioner (Central) Bombay for further action in the matter. As the conciliation proceedings before the Assistant Labour Commissioner failed, the Central Government made the reference as above. The company stated before the conciliation officer that the said workman had resigned his job, that he was paid all his legal dues, and that he passed the necessary receipt in that respect. However, it is not true that the workman resigned his post. As the workman was left no other alternative, he accepted the terminal benefits and passed the necessary receipt. As the company got possession of that receipt from him, the offer regarding the other job was withdrawn by the company. The union, therefore, lastly prayed that this Tribunal should hold that the termination of the services of the said workman is unjust and illegal,

and should direct the company to reinstate him in services with full back wages and continuity of services w.e.f. 4-11-1987.

4. M/s. Sylvester & Co., Bombay, i.e. the company in question by their Written Statement, (Ex. M/3) opposed the said claim of the union, and in substance, contended thus :

The said company in doing the business of shipping, clearing, forwarding etc. in Bombay. It is a partnership firm registered under the Indian Partnership Act, and has its registered office at Fort, Bombay. That company is doing the business in the city of Bombay only, i.e. in the State of Maharashtra, and as such the appropriate Government in the matter under Section 2(a) of the Industrial Disputes Act is the State Government for that company, and not the Central Government. Therefore, this Central Government Industrial Tribunal has no jurisdiction to decide the present reference. No industrial dispute, as contemplated under Section 2(k) of the Industrial Disputes Act, exists between the said company and the said workman, as that workman had resigned his services from the company by his letter dated 3-11-1987. The said workman was appointed as a peon in that company on 4-11-1974, and was in their services till 3-11-1987. On 3-11-1987 that workman tendered a letter of resignation to the company stating that he did not wish to continue in the services of the company and as such the company should accept his resignation letter with immediate effect. By that letter he further requested the company to pay him his other dues i.e. the gratuity amount and bonus etc. At the time the said workman tendered his resignation, he orally told the company that as he wanted to leave Bombay and settle at his native place permanently, he did not wish to continue further in the services of the company, and that his resignation be accepted w.e.f. 4-11-1987. Thereafter on 27-11-1987, the company informed him that they had accepted his resignation w.e.f. 4-11-1987, as desired by him. He was also asked to collect the necessary amounts due to him, i.e. the amounts of gratuity etc. from the company. The company further asked the workman to give his correct residential address so as to enable the company to send the amount of bonus to him of the year 1987. The workman accepted all his wages till 3-11-1987, and passed the necessary receipts. Thereafter on 29-12-1987, the company paid him the gratuity amount of Rs. 6,776, and the bonus amount of Rs. 2,430 by cheques. The workman after accepting the cheques passed the receipt to the company stating that he had no claim of whatsoever nature with the company as he had received the amount in full and final settlement of the dues.

5. The said company then denied in their Written Statement the allegation of the workman that on 4-11-1987 the workmen recorded late for duty due to the late running of the local train, or that the company then prevented him from joining his duty, or did not allow him to sign the muster roll, or forced him to go out of the office, or orally told him that his services were terminated.

The company further denied the allegation of the worker that the company was demanding a letter of resignation from him under threats. The company also denied that the said workman was working honestly or that occasionally he used to be ill-treated by the company, or that a couple of days before the termination of his services, he was forced to sign some papers under coercion without the contents thereof being explained to him. The company denied the workman's allegation that Shri Paul Fernandes, the Senior Partner of the company, called him to his office and asked him to withdraw his industrial dispute pending before the Regional Labour Commissioner, or Mr. Fernandes further told the workman that in case the workman would agree to his proposal, he would be paid all his legal dues, or that he would be provided with a suitable job in the company's sister concern or elsewhere, or that Shri Fernandes then told the workman

to take the decision on the spot or otherwise the workman would lose his terminal benefits as well as the job offered to him. The said company lastly contended that the said workman himself voluntarily resigned his post, and as such he is not entitled to claim any relief from the company. The said company, therefore, prayed for the rejection of the prayer of the union.

6. The Issues framed at Ex. 11 are :

- (1) Whether the Present Central Government Industrial Tribunal has jurisdiction to decide the present reference?
 - (2) Whether no industrial dispute, as contemplated under Section 2(k) of the Industrial Disputes Act, existed or exists between the said workman and the company in question?
 - (3) Whether the workman himself had resigned from the service of the said company by his letter dated 3-11-1987?
 - (4) Whether the services of the workman Shri Arvind Bansode were terminated by the management without following the due procedure as per the law?
 - (5) Whether the action of the management of Messrs Sylvester and Company, Bombay a licensed Clearing and Forwarding Agent, operating in the major port of Bombay, in terminating the services of Shri Arvind Bansode, Peon, w.e.f. 4-11-1987 is justified.
 - (6) If not, what relief is the workman concerned entitled to?
 - (7) What Award?
7. My findings on the said Issues are :
- (1) Yes.
 - (2) industrial dispute existed
 - (3) No.
 - (4) Yes.
 - (5) No.
 - (6) As per Award Below.
 - (7) As per below.

REASONS

8. The workman Shri Arvind Bajrang Bansode filed his affidavit (Ex. W-16) in support of his case, and he was cross-examined on behalf of the management. Shri A. Paul Fernandes, the partner of M/s. Sylvester & Company, filed his affidavit in support of the case of the management at Ex. M/23 and he was cross-examined on behalf of the workman. The management examined one more witness on their behalf at Ex. M/26. He is the hand writing expert Shri M. S. Wagh. The disputed signatures "A. B. Bansode" of the workman below the letter of dated 3-11-1987 (Ex. M/4) was sent to the said hand writing expert for his examination. He compared that signature with the other admitted signatures of the workman and found that the disputed signature below the letter of resignation of 3-11-1987 is of the workman. Even though the workman stated in his affidavit that the signature below the said letter of resignation is not his, in the Statement of Claim he had stated that the management had obtained certain documents from him by force. As such the said workman thereby impliedly had admitted his signature below the letter of resignation dated 3-11-1987. I, therefore, find that the signature below the said letter of resignation dated 2-11-1987 (Ex. M/4) is of the workman Shri A.B. Bansode.

9. ISSUE NO. 1 :

According to the management, the present Central Government Industrial Tribunal has no jurisdiction in the matter but that the appropriate government in the matter is the Maharashtra Government, and as such the Maharashtra Government Industrial Tribunal is the proper court in the matter and has jurisdiction to decide the present reference. It was stated on behalf of the workman that a reference between

the said management, i.e. the M/s. Sylvester & Co. and a workman by name Shri R. G. Gaikwad was made to this Central Government Industrial Tribunal in Reference No. CGII-2/55 of 1987, and that this Tribunal by its Award part I dated 1-9-1989 found that the Central Government Industrial Tribunal is the proper Tribunal having jurisdiction in the matter. According to the management, they have challenged the said Award before the High Court. However so long as it has not been set aside, it is binding on the management, and as such the present Central Government Industrial Tribunal is the proper Tribunal in the matter. Apart from that, the management's witness stated in his cross-examination thus :

"His association i.e. the Bombay Custom house Agent's Association used to sign the Settlements on behalf of its members before the Regional Labour Commissioner (Central). No settlement was signed by the said Association before the Maharashtra Government Labour Commission. The Maharashtra Government Labour Commissioner had never intervened in the matters. The disputes between the said management and the workmen have been referred to and have been adjudicated by the Central Government Industrial Tribunal since the last many years." As such I find that the present Central Government Industrial Tribunal is the proper court in the matter and has jurisdiction to decide the present reference.

Issue No. 1 is, therefore found in the affirmative.

10. ISSUE NO. 2:

According to the management, no industrial dispute, as contemplated under Section 2(k) of the Industrial Disputes Act, existed between the said workman and the company in question. According to the workman, his services were abruptly terminated by the management w.e.f. 3-11-1987. According to the management, the said workman himself had resigned from the services of the said company. As such the dispute relates to the terms and conditions of services of that workman. As per Section 2(k) of the Industrial Disputes Act, an 'industrial dispute' means any dispute or difference between the employers and workmen, connected with the employment or non employment or the terms of employment or with the conditions of labour of any person." I, therefore find that an industrial dispute existed between the said workman and the management.

ISSUE No. 2 is, therefore found accordingly.

11. ISSUE NOS. 3, 4 and 5

The workman Shri A. B. Bansode in substance, stated in his affidavit (Ex. W/16) thus :

"He was employed as a peon with the said management in 1974. On 4-11-1987 he reported late on duty, and as such, he was not allowed to resume his duty, and he was orally told by the management that his services were terminated. Thereafter he raised the industrial dispute with the Assistant Labour Commissioner. While that dispute was pending there, Shri P. Fernandes, the Senior partner of the company, called him to his office and offered a suitable job to him in the sister-concern of the company on the condition that he should accept his legal dues and would withdraw the industrial dispute. As he was in financial difficulty and was unemployed, he accepted that offer and also legal dues paid to him. However thereafter the company did not furnish any other job to him for a long time. Hence he sent a letter to the Regional Labour Commissioner in September 1989 requesting him to pursue with the matter." I find that in view of the documentary evidence on record as below, the case of the workman as above is quite acceptable and believable.

12. Ex. M/18 is a letter dated 22-3-1982 by the said workman to the management, which stated that, "In future he would not repeat similar mistakes, failing which disciplinary action

might be taken against him and his services might be terminated."

Ex. M/19 is the memo issued by the management dated 10-6-1980 to the workman under which he was warned and was further told that his services would be terminated on the spot, if the remains absent from work without leave in future.

Ex. M/22 is a letter dated 21-5-1986 by the workman to the said management, wherein the workman stated that during the years of 1985 and 1986 he was on excess leave period. He further stated that he had purchased a room in January, 1985 and he was to pay the necessary interest on the amounts of Rs. 3000 to Rs. 4000 borrowed by him from a pathan, due to fear of the said pathan and as his children were not keeping good health, he was on leave for a larger period, and as such he may be excused for the same and that he would not remain absent in future.

13. According to the workman, on 3-11-1987 due to the late running of the local trains he attended late for duty in the office, and the management then immediately terminated his services and did not allow him to resume his duties. I find that as the past service record of the workman was bad as above, the management abruptly terminated the services of the said workman orally and did not allow him to resume his duty and work in the office on that day. Therefore, the case of the management that the workman himself resigned from services by his letter of resignation dated 3-11-1987 (Ex. M/4) cannot be accepted. This letter of resignation dated 3-11-1987 states that "As I do not wish to continue to service in your organisation, please accept my resignation, with immediate effect. Kindly pay my dues like gratuity, leave pay if any, bonus payable upto date etc.". This letter of resignation is in English, and is a typed letter. In case the workman had really resigned from the services of the company, he would have sent his letter of resignation in Marathi, as he had sent some other letters to the company in the past in Marathi, and would not have sent an English typed letter to the company. Further the words appearing in that letter of resignation, "kindly pay my dues like gratuity, leave pay if any, bonus payable upto date" are not expected of an ordinary workman like a peon. Ex. M-5 is the letter dated 27-11-1987 under which the workman's letter dated 3-11-1987 of resignation was accepted w.e.f. 4-11-1987. Ex. W-21 is a letter dated 14-1-1988 sent by Ajit Sane, i.e. a Stenographer in the said company to the workman at his native place in district Sangali. By his letter Ajit Sane, i.e. an employee of the said company informed the workman that "Shri Paul Saheb (i.e. the Partner of the said company) had orally told you that you would again be taken back in services as a temporary employee, but that in the meeting held subsequently, it is decided that you are not to be taken back in services, and hence you should not come to Bombay and be at your native place and be in search of services there". Therefore this letter clearly supports the case of the workman that during the conciliation proceedings the officer of the management had orally told the workman that he would be taken back in services again in case he would withdraw his case and would accept the necessary amounts. Therefore the workman's contention in that respect before this Tribunal cannot be considered as an afterthought, but is a genuine one. I, therefore, find in view of the documentary evidence as above that the management firstly orally terminated the services of the said workman on 3-11-1987 and did not allow him to work with the management, but later on when the management realised that the said termination of the workman was not valid, proper and legal, they not prepared the said resignation letter dated 3-11-1987, and also the letter of acceptance dated 27-11-1987 (Exs. M-4 and M-5) subsequently. Even though the signature on the letter of resignation is of the said workman, I find that he did not voluntarily submit it to the management, but it was obtained from him with his signature thereon.

14. In case the workman had really voluntarily resigned from the services of the company, he would not have approached his union, and his union would not have approached the Assistant Labour Commissioner (Central) for the intervention in the matter. But the fact that the industrial

dispute was raised before the Assistant Labour Commissioner shows that the workman had not voluntarily resigned, but that his services were terminated by the management. Thereafter when the management found that the termination of services of the workman was not valid and legal, they gave him an oral assurance of reinstatement in services as is appearing from the abovesaid letter dated 14-1-1988 of Ajit Sane. There is no endorsement of granting or rejecting the resignation of the workman on that letter of resignation. There is only the rubber stamp of the company thereon. While the alleged letter of resignation is dated 3-11-1987, it has been accepted by the management by the letter dated 27-11-1987. In case the workman had voluntarily given that letter of resignation, the management would have accepted it immediately, and would not have waited for 3 weeks more. This also shows that, that letter of acceptance was prepared subsequently. While the alleged letter of resignation dated 3-11-1987 was accepted by the management by the letter dated 27-11-1987, the union's secretary sent a letter to the management on 7-12-1987 i.e. only within 10 days after the acceptance letter of the management dated 27-11-1987. By this letter dated 7-12-1987 the secretary of the workman's union protested against the action taken by the management and it was further mentioned in that letter that, "it is understood that you are forcing him to submit resignation". This sentence also clearly indicates that the alleged letter of resignation dated 3-11-1987 and the letter of acceptance dated 27-11-1987 were prepared by the management subsequently to the union's letter dated 7-12-1987. This letter dated 7-12-1987 of the union further stated that certain documents were obtained by the management from the workman under force. As such the workman's contention in that respect now before this Tribunal cannot be considered as a false one, but has much substance therein. After sending the letter dated 7-12-1987 to the management, the Secretary of the workman's union sent a letter dated 15-12-1987 (Ex. W/13) to the Regional Labour Commissioner complaining about the illegal act of the management. This letter dated 15-12-1987 has been sent by the union to the Regional Labour Commissioner only within three weeks after the acceptance of the letter of resignation by the management on 27-11-1987. This also shows that the workman himself had not submitted any letter of resignation voluntarily to the management, but that the management had not allowed the workman to resume his duties on 3-11-1987 and had orally terminated his services from that day. The receipt dated 29-12-1987 (Ex. M-7) states that the workman had received his gratuity amount of Rs. 6776 and the Bonus amount of Rs. 2430 by the cheques dated 5-12-87 and 17-12-1987. However, as noted above, the receipt in that respect is dated 29-12-1987, and these amounts were credited to the Saving Bank Account of the workman in the Bank of Baroda on 30-12-1987 (Ex. M/8). Thus it is quite clear that the said amounts were in fact given by the management to the workman after the union had sent the letter to the company on 7-12-1987 and had sent the application to the Regional Labour Commissioner on 15-12-1987. Ex. W/15 is a letter by the workman dated 28-9-1989 to the Secretary of his union. In this letter the workman stated that, "while his matter was pending before the conciliation officer, Shri Fernandes called him to the office and asked him to withdraw his case and told him that he would be given an opportunity of service in the sister concern of the company, and that as per the promise of the said officer, he withdrew his case and settled his dues, but that the management did not give him any job in the sister concern. Therefore this letter also shows that the contention of the workman in that respect before this Tribunal is not an after thought but is a genuine one. By the said letter the workman had requested his union to advise him in the matter for further action.

15. Therefore for the abovesaid reasons and the circumstances mentioned above, I find that the workman himself had not resigned from the services of the company by his letter dated 3-11-1987, but that the company itself had orally terminated his services from that date without following the due procedure. Admittedly no notice of one month or one month's pay in lieu of notice was given by the management to the workman before the termination of his

services and he was also not paid the necessary retrenchment compensation, even though he had completed about 12 years of service with the management. As such the said termination of his services by the management is quite unjust, improper and illegal. Therefore the workman is entitled to reinstatement in services with full back wages and the continuity of services and all consequential benefits of service w. e. f. 4-11-1987.

Issues Nos. 4, 5 and 6 are therefore found accordingly.

In the result the following award is passed :—

AWARD

The action of the management of Messrs Sylvesters and Co., Bombay, a licensed Clearing and Forwarding Agent. Operating in the major port of Bombay, in terminating the services of Shri Arvind Bhatoda, Peon, w.e.f. 4-11-1987, is not just, proper and legal.

The management is hereby directed to reinstate the said workman in services w.e.f. 4-11-1987 and to pay him all the back wages due from 4-11-1987 till the date of his reinstatement in service with all consequential service benefits. This parties to bear their own costs of this reference.

Sd./-

P. D. APSHANKAR, Presiding Officer.

नई दिल्ली, दिनांक 22 अप्रैल, 1993

का. आ. 910—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) के धारा 17 के अनुसरण में, केन्द्रिय सरकार कोचिन फस्टम हाउस एजेंट एसोसिएशन के प्रबन्धन के सबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रिय सरकार औद्योगिक अधिकरण, अरुणाकलम पंचवट को प्रकाशित करती है जो केन्द्रिय सरकार को 15 अप्रैल, 1993 को प्राप्त हुआ था।

[संख्या एल-35011/14/88-बी. III.(बी.)]

बा.एम. डेविड, डेस्क अधिकारी

New Delhi, the 22nd April, 1993

S.O. 910.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Ernakulam as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Cochin Customs House Agents Association and their workmen, which was received by the Central Government on the 15th April, 1993.

[No. L-35011/14/88-DIII(B)]

B. M. DAVID, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT LABOUR COURT,
ERNAKULAM

(Labour Court, Ernakulam)

Friday, the 26th day of March, 1993

PRESENT :

Shri M. V. Viswanathan, B.Sc., LL.B.,

Presiding Officer.

Industrial Dispute No. 6 of 1991(C)

BETWEEN

The Hon'ble Secretary, Cochin Customs House Agents Association, Indira Gandhi Road, Wellington Island, Cochin-682009, Kerala.

AND

The Manager, M/s. Airfreight Pvt. Ltd., Haleburyia Bldgs., 2nd Main Road, Wellington Island, Cochin-682002, Kerala.

REPRESENTATIONS :

Sri B. S. Krishnan,
Advocate, Ernakulam.

....For Management.

Sri P. Jacob Varkhese,
Advocate, Selman Chambers,
A. L. Jacob Road, Ernakulam.

....For Workmen.

AWARD

This industrial dispute was referred by the Central Government as per the order No. L-35011/14/88.D-III(B)(IRM) dated 26-6-1991. The dispute is between the management of M/s. Cochin Customs House Agents Association and their workmen. The issue referred for consideration is "Whether the action of M/s. Cochin Customs House Agents Association, Cochin-9, Kerala in demanding Rs. 3,581.44 paise (Rupees three thousand five hundred eighty one and paise forty four only) towards tally wages from M/s. Airfreight Pvt. Ltd., Customs House Agent, Cochin-3 even though they have not utilised the services of shipment tally clerks of the Association is justified. If not, to what relief M/s. Airfreight Pvt. Ltd. are entitled?"

2. In pursuance to the order of reference, notice was issued to the Cochin Customs House Agents Association and M/s. Airfreight Pvt. Ltd., Customs House Agent. Both the parties entered appearance. But M/s. Airfreight Pvt. Ltd. did not file any statement of claim.

3. The Cochin Customs House Agents Association filed a written objection contending as follows :-

The reference is not maintainable in law or on facts. The subject matter of reference is not an Industrial Dispute as defined in Sec. 2(k) of the I.D. Act. There was a conciliation settlement entered into between the representatives of the employees and shipment tally clerks in Cochin Port Trust, thereby a pool of tally clerks were constituted. The Customs House Agents have to avail the service of the tally clerks in the pool. The administration of the pool is vested with the Cochin Customs House Agents Association. M/s. Airfreight Private Limited have actually availed the services of the Tally Clerks in the pool and that is why they were demanded Rs. 3,581.44 and obtained a receipt. The payment of wages and other fulfilment of service conditions of the tally clerks are to be discharged by the Association. That is why, the demand is made and the payment is accordingly effected also. The present reference itself has become infructuous. Hence, the M/s. Cochin Customs House Agents Association prayed for passing an award in their favour.

4. When the matter came up for consideration, there was no representation from the side of M/s. Airfreight Private Limited. Customs House Agent. So, they were declared experts M/s. Cochin Customs House Agents Association filed an affidavit in support of their case pleaded in their written statement. There is no contra evidence available from the side of M/s. Airfreight Private Limited. The conduct of M/s. Airfreight Private Limited would give an indication that at present they have no dispute in this matter. It is categorically contended by M/s. Cochin Customs House Agents Association that M/s. Airfreight Private Limited have actually availed the services of the Tally Clerks in the pool and that is why a sum of Rs. 3,581.44 was demanded and obtained

from M/s. Airfreight Pvt. Ltd. Thus it can be seen that the said amount of Rs. 3,581.44 has already been paid by M/s. Airfreight Private Limited. This would give another indication that the present reference has become infructuous. So, this court is of the view that the action of M/s. Cochin Customs House Agents Association demanding Rs. 3,581.44 to this court is of the view that the action of M/s. Cochin Customs House Agents is justified. It is further to be noted that there is no evidence forthcoming from the side of M/s. Airfreight Private Limited to establish their case that they have not utilised the services of Shipment Tally Clerks of the Association. The payment of the said amount by M/s. Airfreight Private Limited would give a clear indication that they have utilised the services of the Shipment Tally Clerks of M/s. Cochin Customs House Agents Association. Hence, this Court is pleased to pass an award in favour of M/s. Cochin Customs House Agents Association, that their action in demanding Rs. 3,581.44 is justified.

5. In the result, the action of M/s. Cochin Customs House Agents Association in demanding Rs. 3,581.44 (Rupees three thousand five hundred eighty one and paise forty four only) from M/s. Airfreight Private Limited is justifiable. M/s. Airfreight Private Limited is not entitled to any relief in this matter. An award is passed accordingly.

Ernakulam,
26-3-1993.

M. V. VISWANATHAN, Presiding Officer

नई दिल्ली, 19 अप्रैल, 1993

का. अा. 911.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सिन्डिकेट बैंक के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-4-1993 को प्राप्त हुआ था।

[सं. एल - 12012/214/86 - डी - 2 (ए)]
वी. के. वेणुगोपालन, डैस्क अधिकारी

New Delhi, the 19th April 1993

S.O. 911.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Syndicate Bank and their workmen, which was received by the Central Government on 15-4-1993.

[No. L-12012/214/86-DII A.]

V. K. VENUGOPALAN, Desk Officer

BEFORE SHRI GANPATI SHARMA, PRESIDING
OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL, NEW DELHI

I.D. No. 71/86

In the matter of dispute between

Shri Padam Chand Gupta son of Shri Nanak Chand, resident of F-136-C, Laxmi Nagar, New Delhi

Versus

The Dy. General Manager, Syndicate Bank,
Bhagwan Dass Road, Sarojini Nagar, New
Delhi.

APPEARANCES :

Shri B. S. Charya alongwith the workman. None
for the management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/214/86-D. II(A) dated 12th/15th September, 1986 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of Syndicate Bank in dismissing Shri Padam Chand Gupta, Clerk vide its Order dated 11-1-75 is justified? If not, to what relief the workman concerned is entitled ?"

2. The brief facts of this dispute are that the workman was originally appointed as Class IV employee with the Management in August, 1970 and was promoted as probationary clerk in November, 1971. He was transferred to Gajrola branch as probationary clerk. On the night intervening 23/24-2-72 fire broke out in the branch office. The workman was suspended on 1st of March, 1972. Pressure was put on him to resign which he refused and his order of suspension was revoked on 19-4-73. He was charge sheeted on 30-5-73 and he submitted his explanation which was not found satisfactory and an Enquiry Officer was appointed on 4-8-73. Another charge sheet was served upon him on 17-10-73 containing serious allegations of misconduct relating to misappropriation of funds and the enquiry officer earlier was requested to enquire the charges contained in the second charge sheet also and recommend suitable punishment. The enquiry officer accordingly conducted investigation of the charges and submitted his report recommending dismissal of the workman from service. The charge sheet runs as follows :—

"It is reported that :

1. While investigation was going on in the Branch in the month of February 1972, into the alleged destroyal of Branch records you were found preparing unauthorisedly and without observing the prescribed procedures, a duplicate D/D for Rs. 4,300 (Rs. Four thousand and three hundred only) favouring M/s. Vanaspathi Syndicate.

You were full aware of the fact that D/D for the same amount was already issued to the party concerned on the same day itself and hence your action was calculated attempt, to defraud the Bank.

You are, therefore, charged with the gross misconduct of an "act prejudicial to the interest of the bank" vide Clause 19.5 (j) of the Bipartite Settlement.

2. Though you had wound up your S. B. Account No. 631 at the Meerut Branch of the Bank, the unused cheque leaves were

retained with you, which you made use of in accomodating parties. For instance you had accommodated M/s. Rajendra Electricals, who are one of your close relatives, by issuing one of such cheque leaves for an amount of Rs. 4700 (Rs. Four thousand and seven hundred only), facilitating the party to get it discounted at National Grindlay's Bank, New Delhi.

The above act of yours, if proved true, makes you liable for the gross misconduct, viz., "Act prejudicial to the interest of the Bank", vide Clause 19.5(j) of the Bipartite Settlement.

3. You were in the habit of taking away from the Branch important confidential circulars and papers to your room without the knowledge or permission of the Manager and these were never returned. Some such confidential circulars and papers were recovered during search of your room by the police on 24-2-1972.

In view of it we charge you with the gross-misconduct of an act "prejudicial to the interest of the Bank", vide cluse 19.5 (j) of the Bipartite Settlement.

Written explanation or statement, in defence, if any shall be submitted within 7 days of receipt of this, failing which we will proceed further without making any reference to you."

On receipt of the report of the Enquiry Officer and his recommendation a show cause notice was issued to the workman in January, 1975 indicating the proposed punishment. The reply of the workman was not considered satisfactory and he was dismissed by the Disciplinary Authority from the service of the bank on 17-1-75. The workman preferred an appeal to the Appellate Authority which was duly considered and the workman was also given opportunity of personal hearing by the Appellate Authority who finally dismissed the appeal.

3. The workman has challenged this enquiry and action of the management on the ground that the enquiry was not held in accordance with the terms settled in the Bipartite Settlement, charge sheets were vague for want of proper particulars, no list of witnesses/documents and copies thereof were provided to the workman and the affidavit of one Mr. U. Vijayendra Kukilaya could not be looked into because he was never produced for cross-examination.

4. The Management in reply alleged that the enquiry conducted was according to the rules. No violation of the terms of settlement had taken place and full opportunity was afforded to the workman to put his case and defend the case before the enquiry officer. The proceedings conducted by the Enquiry Officer were in a legal and fair manner and there was no violation of the order passed by the management which was according to law.

5. The Management examined Shri P. Padmakumar, Regional Manager MW1 and the workman himself appeared as WW1 in support of the evidence.

6. I have heard representative for the parties and have gone through the record.

7. The representative for the management has urged that the action of the management was fully justified

and the workman was not entitled to any relief. The enquiry was conducted in a lawful manner. Witnesses who were produced were allowed to be cross-examined by the workman. He was given an opportunity to defend himself and lead defence if any. The punishment recommended by the Enquiry Officer was also according to the charges proved against him and the fairness and propriety of the enquiry conducted was beyond doubt.

8. The workman representative on the other hand has urged that the enquiry was not conducted in a legal manner and the affidavit of Mr. Mokalia could not be looked into as he was not produced for cross-examination. The workman representative has also challenged the recommendation of the Enquiry Officer regarding the punishment to be imposed upon the workman and there was no specific order that the two charge sheets were to be consolidated and tried together. The enquiry officer referred to some confessional statement allegedly made by the workman. This confessional statement was neither referred to in the charge sheet nor was it put in the shape of document during the enquiry nor was it exhibited. He was influenced by the alleged confessional statement which has no legal value. The findings of the enquiry officer were perverse and violated the norms of fair enquiry and natural justice. He adopted a partisan attitude as he did not consider the objections raised by the workman regarding the validity of the charge sheet on the ground of vagueness and ambiguity. His conclusions were based on material which was not even sufficient to cast suspicion about the proof of charges against him and were based on surmises. The Enquiry Officer finding, therefore, were not worthy of reliance.

9. After having gone through the points urged before me I am of the view that the enquiry conducted by the enquiry officer in this case was according to law and the workman has not been able to point out as to what act of the enquiry officer has prejudiced the enquiry or in what way the bona fides of the Enquiry Officer were doubtful. There is nothing wrong in the holding of the joint enquiry by the enquiry officer in respect of the two charge sheets and there was not much force in the contention of the workman representative about this. The non supply of list of documents and the witnesses in advance was only technical objection does not carry much weight unless it was established that as a result of the said omissions there has been any miscarriage of justice or denial of affording opportunity to defend himself. The point that the enquiry officer could not recommend punishment is able devoid of logic as it was a matter of record that the enquiry officer was specifically asked to recommend punishment. The most important point in the domestic enquiry was not the compliance with all technical requirements but whether there has been any miscarriage of justice or any prejudice to the workman during the proceeding which in this case seems to have been done in a fair and proper manner.

10. The points regarding the alleged confessional statement of the workman has also no legs to stand upon because these are annexures supplied to the workman alongwith the charge sheets. These are in the hand of the workman himself

which cannot be ignored and the procedure to be adopted in this regard is not that of criminal court to prove the details of the entire evidence beyond the shadow of doubt. The allegations are of serious nature and the bank was a financial institution of which faith and absolute faith was the foundation. The workman has misappropriated from the amounts of the various constituents of the bank and was guilty of serious charges. Full opportunity was afforded to the workman to produce his evidence as also to cross-examine the management witnesses. The workman also admitted during cross-examination that he was represented by the Union Leader and was also given copies of the documents statements and proceedings etc. On the basis of my discussion above I am of the opinion that the enquiry conducted by the management was fair and proper. Allegations against the workman were proved which were of serious nature and the management had lost its faith in the workman and as such he could not be retained in the service of the bank. The punishment awarded was proportionate to the charges against the workman and there has been no violation of any principle of natural justice and law in the conduct of the proceedings and imposing of the punishment. I, therefore, hold that the act of the management was fully justified and the workman was not entitled to any relief.

6th April, 1993.

GANPATI SHARMA, Presiding Officer
Central Govt. Industrial Tribunal, New Delhi

Further it is ordered that the requisite number of copies of this award may be forwarded to the Central Govt. for necessary action at their end.

6th April, 1993.

GANPATI SHARMA, Presiding Officer
Central Govt. Industrial Tribunal New Delhi

नई दिल्ली, 20 अप्रैल, 1993

का. आ. 912.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनाइटेड बैंक आफ इंडिया के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कलकत्ता के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-4-93 को प्राप्त हुआ था।

[संख्या एल - 12012/254/90 - आईआरबी - 2]
बी. के. वेणुगोपालन, डेस्क अधिकारी

New Delhi, the 20th April, 1993

S.O. 912.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of United Bank of India and their workmen, which was received by the Central Government on 19-4-93.

[No. L-12012/254/90-IRB-II]
V. K. VENUGOPALAN, Desk Officer

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
AT CALCUTTA

Reference No. 1 of 1991

PARTIES :

Employers in relation to the management of United Bank
of India

AND

Their workmen.

PRESENT :

Mr. Justice Manash Nath Roy, Presiding Officer.

APPEARANCES :

On behalf of Management—Mr. Anil Kumar, Law Officer
of the Bank.On behalf of Management—Mr. Dipak Sarangi, Joint
Secretary of the Union.

STATE : West Bengal

INDUSTRY : Banking

AWARD

The dispute, "Whether the action of the management of United Bank of India (hereinafter referred to as the said Bank), in reverting Sri Paltu Das (hereinafter referred to as the said employee), from the post of Cash Peon, a Special Allowance post, to a non-allowance post and that too, without resorting to section 9-A of the Industrial Disputes Act 1947 (hereinafter referred to as the said Act), if justified" was referred for adjudication to this Tribunal, by Order of Reference No. L-12012/254/90-IR-B (II) dated December 26, 1990.

2. After usual notices, the parties completed their pleadings, the particulars whereof, would be indicated hereinafter and they also tendered their evidence, in support of their respective cases.

3. The case of the said employee was represented by the United Bank of India Employees Association (Central Committee), which will hereafter be referred to as the said Union and they stated that, that the said employee, was working in the Old Ballygunge Branch of the said Bank since December 1, 1988, on joining the services of the said Bank on November 16, 1971. It has been stated that before such joining at the Branch as mentioned above, the said employee had worked at the Royal Exchange Place Branch of the said Bank (Ext. W-2) and he submitted an option form (Ext. M-6) for his transfer to the said Bank, praying for his posting at Old Ballygunge Branch or Broad Street Branch. In fact, he was at the Royal Exchange Place Branch from April 17, 1972 to January 21, 1988, on which date when he was transferred to Old Ballygunge Branch.

4. It was stated by the said Union that in accordance with such prayer for transfer, an order dated January 6, 1988, was issued and after being duly relaxed from the Royal Exchange Place Branch, the said employee joined the Old Ballygunge Branch on the date as mentioned earlier. It has been pointed out that one Asis Ranjan Roy, who was working as Cash Peon, at the said Old Ballygunge Branch of the said Bank, was transferred from that Branch, in terms of his asking (Ext. M-4), by the Office Order, issued by the said Bank on December 30, 1987 (Ext. M-5) and thereby, he was directed to join at Dover Lane Branch of the said Bank and on acceptance of such order by said Sri Roy, a vacancy, for the Cash Peon allowance post, occurred in that Old Ballygunge Branch on February 1, 1988 and for filling up such vacancy, the said Bank, issued the concerned order Ext. M-3 directing the said employee to work as Cash Peon until further orders.

5. It was the case of the said Union that on May 25, 1988, by Ext. W1, the authorities of the Old Ballygunge Branch of the said Bank, by a letter of that date informed the Deputy Chief Officer, Personnel Department A/c., of the said Bank to confirm such action and since February 1, 1988, the said employee was performing the job of Cash Peon and was drawing/enjoying the allowances of Cash Peon with his Pay Bill, from February 1988 i.e. for about 580 days and as such, according to the said Union, the said employee had earned a status and also right to the post.

6. It has further been pointed out that the Old Ballygunge Branch of the said Bank, by order of February 1, 1988, in accordance with the provisions of paragraph 237 of Chapter VI of First Supplement to the guideline for Staff Administra-

tion Ext. M-8 (hereinafter referred to as the said guidelines), published on February 7, 1986 and then on September 21, 1989, to the Old Ballygunge Branch authorities of the said Bank, to issue an Office Order Ext. M-11, to direct one Sri Biswanath Ghosh to work as Cash Peon, in terms of the letter of September 15, 1989, which action, according to the said Union, has denied the said employee, his existing rights and privileges. Paragraph 237 of the said Ext. M-7 indicates that when a vacancy in a post warranting payment of special allowance arises due to death/resignation/retirement/termination of service or for any reason, such allowance is to be allowed on the basis of seniority provided that the senior most sub-staff is eligible for the post as per policy of the Bank from amongst the sub-staff whose names are on the muster roll of the branch/office, on the date when vacancy arises. (This will however, not be operative to paragraph 249 of that Exhibit).

7. The said Union has further stated that on October 20, 1989, the authorities of the said Bank at Old Ballygunge Branch, directed the said employee, by an order of that date to refund the Cash Peon Allowance for the period from September 21, 1989 to September 30, 1989, which was paid to him along with his Pay Bill for the month of September 1989, and by such action, as indicated earlier, the status and service conditions of the said employee has been claimed to have been changed and that too, according to the said Union, without following the procedure as indicated in section 9-A of the said Act and such action, has also been claimed to be not only mala fide, but was also devoid of any logic and contrary to the established policy of the said Bank. It has further been alleged that the said Bank had no such authority to alter the service conditions available and applicable to the said employee. The above order dated October 20, 1989, was produced and has been kept in the file. There was in fact, no dispute about the issue of the said order/direction.

8. The said Bank has filed their Written Statement on August 14, 1991 and has indicated that the employees of the said Bank are broadly classified in two categories viz. (a) Officer employees and (b) workman staff and service conditions of the later of employees, are inter alia governed by the terms of employment as indicated in their letters of appointments, as well as the provisions of different Awards viz. Sastri Award, Desai Award, as notified by Industrywise Bipartite Settlement on October 19, 1966, as amended from time to time and those Awards and settlements, do lay down the scale of pay and other allowances payable to the said workmen staff. It has been stated, however, and in terms of such settlement, certain categories of workmen staff are provided with functional and special allowances, for discharging certain duties or taking some responsibilities and so far as the members of the subordinate staff, paragraph 5.3 of the aforesaid Bipartite Settlement Ext. M-7, has enumerated certain category of workmen, who are required to discharge certain duties and take certain responsibilities, attached to such category of posts as listed in part II, as amended by Appendix of the said settlement, indicating, who would be entitled to functional special allowance. It has further been stated that the said settlement has also provided, special allowance as indicated in paragraph 5.4 to 5.12 of the concerned settlement Ext. M-7 and to the effect, that a workman will be entitled to such Special Allowance, so long as he is required to perform the necessary duties, attracting such special allowance, have been indicated. It has also been indicated, that however, the manner and method of appointment to the said post or assignment of duties temporarily, to a member of the workmen-staff as indicated in Appendix 'B', entitling Special Allowance, has been left with the Bank's Management and no member of the Award staff, has any legal right to claim for assignment of such duty of special nature or appointment in the post, which carries special allowance, as a matter of course. As such, it has been claimed that there cannot be any Industrial Dispute in the matter of appointment to the post of Cash Peon or requiring him to perform such duties, which were earlier allocated to him, purely on temporary basis. In fact, paragraph 5.4 to 5.12 of the said Ext. M-7, indicate the necessary Rules for payment and formalities, to receive such special allowance.

9. In view of the above, the said Bank has claimed the Reference as made in this case, to be misconceived, more particularly when, there was really no reversion of the said employee from any post, which he was holding, substantively. It has further been stated that functional special allowance admissible to certain classes of workmen, who, in accordance with the terms of appointment, are required to perform certain duties or take certain responsibilities, as indicated in the Bipartite Settlement, as indicated earlier. It has been pointed out that in this case, the withdrawal of Special Allowance,

which was allowed to the said employee, on being temporarily entrusted with duties of a Cash Peon, would not mean diversion or could be so and the said Bank has further said that such entrustment was made mistakenly, as the said employee was not eligible for such entrustment, in accordance with the prevalent Rules for entrustment, by the said Bank.

10. Without waiving the above exceptions, the said Bank has stated that the general conditions applicable to all subordinate employees of the said Bank, in the matter of eligibility for special allowance, are indicated in paragraph 230 to 242 of Chapter VI of First Supplement to Guidelines for Staff Administration (Ext. M-8), as published on February 27, 1986, in the said Bank and in fact, in terms of paragraph 237 indicated earlier, and 238, as mentioned and reproduced, as under :

"Para 238 :—A sub-staff, after his transfer in to a branch/office (with the state) cannot claim special allowance on the ground of his seniority. His case for allowing special allowance can only be considered for a post which may fall vacant at that branch/office after his joining. (This clause is not, however, applicable to a proposed branch i.e. para 249)"

The necessary criteria for determination of the date of vacancy under the Circular dated November 19, 1986, is indicated in Clause XVII (f) of the Bank's Circular and the same is as under :

"The date of vacancy caused due to transfer/switch over/posting of an Award staff permanently, to a post attracting the special allowance, such being on the date of order, in case of vacancy caused due to chain of transfer, the date of each such vacancy will be the date/dates of respective order or orders."

This circular, the said Bank has stated, to have been duly circulated and it was their case that the criteria for determining the date of vacancy as circulated above, were fixed/adopted, after series of discussions with the representatives of the said Union.

11. Mr. Kumar, appearing for the said Bank, on the basis of the statements as contained in paragraph 4 of the Written Statement, stated that the Reference as made for adjudication, was misconceived, as there was no or had not in fact been any reversion of the said employee from any post, which he held substantively. In fact, it was pointed out by him, that functional special allowances, are admissible to certain class of workman, who, in accordance with the terms of employment, are required to do certain duties or take certain responsibilities as listed in Part-II of Appendix 'B' of the Bipartite Settlement dated October 10, 1966. He further indicated that the said employee, was no doubt a temporary Cash Peon and for such holding of the post only, he received special allowance, but such allowance was not paid to him on promotion. On a reference to Ext. M-1, Mr. Kumar pointed out that the said employee was advised to work as Cash Peon until further orders and as such also, he wanted to supplement his submissions that there was no promotion for the said employee, for which, he could claim promotional allowance. On a reference to Ext. M-2, the Attendance Register, it was further indicated by him that the said

employee was put to duty on and from January 25, 1988, in terms of Order No. 4/88 dated January 6, 1988. Thus, it was the specific submission of Mr. Kumar that when admittedly, the said employee was receiving such special allowance as claimed, for his temporary posting as Cash Peon and not on promotion, there was no or could be any case for reversion and as such, the Reference was also claimed by him, as void, irregular and bad.

12. In any event, it was pointed out by Mr. Kumar that orders, if any, in favour of the said employer were given erroneously, on the basis of costing of Sri Biswanath Ghosh and when such error was detected, the special allowance, as was given to the said employee, was withdrawn, and as such, such withdrawal of Special Allowance, was not a change of service conditions of the said employee and so, section 9A of the said Act had or has no application.

13. The extracts of Bipartite Settlement as referred to hereinbefore, have been marked as Ext. M-7 in this proceeding, and it was pointed out by Mr. Kumar that paragraphs 5.8 and 5.9 and 5.10, would show and indicate, the conditions of eligibility, to receive special allowance and so also the duties and responsibilities of the workman, who receive such allowance and he contended that testing the duties and responsibilities of the said employee, with the criterias as indicated and mentioned in Ext. M-7 as referred to hereinbefore, are clear and explicit. The whole question, according to him, would thus be, if the said employee was eligible for the necessary special allowance, for duties he has discharged and it was claimed by him that in fact, on applying the tests as indicated, it would be apparent that the said employee was not entitled to such allowance as mentioned above. Paragraph 5.9 of Ext. M-7 lays down that a workman will be entitled to a special allowance, only so long as, he is in charge of such work or the performance of such duties which attract such allowance. and paragraph 5.8 postulates that such workman will be entitled to a special allowance, if he is required to perform duty/duties and/or undertake the responsibilities listed against the category, irrespective of his designation/nomenclature or any general authority vested in him. The above paragraphs, thus establish and indicate that special allowance is payable to a workman, only so long he holds such special posting or performs the duties attached to the post and that too, even when, he is on leave during the holding of such post, in terms of paragraph 5.10. He further referred to Ext. M-8, the First Supplement to Guidelines for Staff Administration and more particularly, to paragraphs 237 and 238 of that exhibit, as indicated earlier, which, respectively show the criteria for determination of seniority, to the vacancy caused due to transfer/resignation/retirement/death/termination of service of the incumbent in receipt of special allowance and eligibility of such staff, for special allowance, on transfer within the state. It would appear that paragraph 237 lays down and as indicated earlier that when a vacancy in a post requiring payment of special allowance arises, due to the facts as mentioned above, such allowance is to be allowed on the basis of Seniority (provided the senior most sub-staff is eligible for the post, as per policy of the Bank), from amongst the sub-staff, where names are in the Muster

Roll of the Branch Office, on the date, when the vacancies arose and this will, however, not be operative to paragraph 249 of that Exhibit. The other paragraph viz. paragraph 238 as indicated earlier, lays down that a sub-staff, after transfer to Branch Office (within the State), cannot claim special allowance on the ground of his seniority, his case for allowing special allowance, can only be considered for a post, which may fall vacant at that Branch office, after his joining and this clause is not however applicable to a proposed Branch i.e. in terms of paragraph 249.

14. The Option Transfer Posting Scheme for Award Staff was produced and marked Ext. M-10 in this proceeding and a reference to paragraph 17(f) of that Exhibit, will indicate that the date of vacancy caused, due to transfer/switch over/posting of the Award Staff, permanently to a post attracting special allowance, shall be the date of such order. In case of vacancy caused due to chain of transfer, the date of such vacancy, will be the date of the respective orders. This is one of the ground, which according to paragraph 17 of that Exhibit, is required to be followed as regards determination of date of vacancy in different circumstances, for the purpose of filling up a vacancy in the said Option Transfer Scheme. So, Mr. Kumar, perhaps rightly submitted that the date of the order would be a very important and relevant criteria and Sri Asis Roy was admittedly, given employment prior to the said employee, which will appear from Exts. M-3 and M-5. Therefore, it was claimed by him that the date of vacancy in this case, was December 30, 1987, when Sri Asis Roy was transferred from Old Ballygunge Branch to Dover Road Branch. But, the said employee joined on January 25, 1988, as will appear from Ext. M-2, as mentioned earlier. The Office Order of the posting of the said employee in Old Ballygunge Branch was dated January 6, 1988 and the same as indicated earlier, has been marked as M-3 in this proceeding, clause 5 whereof, would show that the Manager, Old Ballygunge Branch, was advised of the joining of the said employee on posting, in the post, to be filled up on transfer of the said Sri Asis Roy. Mr. Kumar has further indicated that in any event, the Branch of the said Bank had or has no power to give appointment to special allowance posts and he wanted to establish that, on a reference to paragraph 4 of Ext. M-9, which has indicated that in entrusting such special allowance duty to Award Staff, the Branch Office will always issue orders in writing, entrusting duty, temporarily to an Award staff and send copies to respective Regional Offices and Head Office. It has been indicated there, that the order entrusting Special Allowance duty post to a workman by the Head Office, Personnel Department of the Regional Office as the case may be, be made and further indication has been given in the said paragraph, how temporary orders shall be issued. On a reference to Ext. M-11, Mr. Kumar pointed out that in view of the above, by Office Order No. 126189 dated September 21, 1989 and dated September 15, 1989 it will appear, that in terms of Head Office letter No. PA(AS)/SSA/5248/89 dated September 15, 1989, issued by the Chief Officer, Personnel (Administration Award Staff), Sri Biswanath Ghosh was advised to work as Cash Peon and

that according to him, was done duly, rightly and properly. It was also pointed out by him that by Ext. W-4, which should be read along with Ext. M-11 and Ext. W-5, Sri Biswanath Ghosh was posted at Old Ballygunge Branch and there would be no doubt that abovementioned requirements were duly fulfilled and by Ext. W-4, it was specifically made clear that if however, Sri Ghosh has not declined to accept the post of Cash Peon, the Manager of the United Bank of India Old Ballygunge Branch, was to allow him to work as Cash Peon in his Branch, immediately and to inform the relevant facts to the Head Office.

15. In view of the above, it was claimed by Mr. Kumar that the order of posting of the said employee was temporary and as such, there was no difficulty in withdrawing such temporary order and furthermore, since the posting was temporary, there was no right created in favour of the said employee. In fact, it was submitted by him that the service conditions applicable to the said employee were implemented and not in any event, deviated from. In fact, such was also the admission of the said employee.

16. After the above submissions and on placing reliance on them and so also on the basis of evidence of M.Ws. 1 and 2, it was pointed out by Mr. Kumar that there was no violation of section 9A of the said Act, as the conditions of service of the said employee, were not in any event changed or changed to his detriment or interfered with. In support of his above submissions, Mr. Kumar referred to the case of Ramakant Sripad Sipai Advalpalkur, Vs. Union of India and Ors., AIR 1991 S.C. 1145, which was a case under Article 311 of the Constitution of India and has dealt with a case of promotion of an officer, who was holding lower cost and was asked to discharge duties of higher cost and the question was, if such fact, would constitute promotion and the Supreme Court has answered the point in the negative and has observed that officiating in a higher cost, will not be a case of promotion and further (Promotion in charge arrangement), is not a recognition of or in necessarily based on seniority and as such, no right, equities or expectations, could be built on the same. The findings, principles and observations in the above determinations, can well and very easily be applied here, although this was not a case under Article 311 of the Constitution of India.

17. Mr. Sarangi, appearing for the said employee and representing the said Union, pointed out that Special Allowance is a functional allowance and as such, there could be, a case, of any change in cadre and posts carrying such special allowance, protected under the Bipartite Settlement as indicated earlier, which also states that promotion or confirmation should be made after 6 months, in Clause 6 of the 4th Bipartite Settlement and since the conditions of service of the said employee, were sought to be interfered with, without any order duly passed, so the Reference in this case, was appropriately made and was in order and justified. The Reference as indicated in this Award, cannot be said to be not maintainable and the same, in my view, was appropriately made, as there was some dispute over the issue, to be decided after necessary adjudication.

18. It was pointed out by him that vacancies in a case of the present nature, would be of 2 types viz. (1) vacancies in Sub-Staff and (2) vacancies under Allowance holding posts. He claimed that the said employee in this case, was admittedly an Award Staff and there was no doubt or any dispute that the vacancy was of a permanent nature and such being the position, even on the basis of Guidelines in paragraphs 237 and 231 of Ext. M-8, as indicated earlier, the said employee would be entitled to maintain the prayers as made in this proceeding viz. he should get Cash Peon allowance, which he drew for about 18 months and which is now being drawn by Sri Biswanath Ghosh, who is junior to him.

19. It was pointed out by Mr. Sarangi, on a reference to Ext. M-6 and M-9 that in case of option transfer, the question of vacancy is inapplicable and such question would be relevant for functional allowance posts and according to him, the said employee was senior to Biswanath Ghosh and holding the Special Allowance post, for long period. It is true that the said employee has held the concerned special allowance post for long time, but that in my view and that too for what has been indicated, be a ground for maintaining his claim. He further pointed out, as there was no order, withdrawing such special post, so, the benefits accrued to or enjoyed by the said employee, could not be withdrawn, as, such condition, became his conditions of service and terms of employment. In support of such submissions, reference was made by Mr. Sarangi, to the case of Management of Chandra Matas Estate Ennalulam -Vs- Its workmen and Anr., AIR 1960 S.C. 902. That was a case, where Blanket Allowance was paid to the employees and Management stopped payment of such Allowance in 1949 and which allowance, was claimed to have become a part of the conditions of service, by virtue of regular payments in the past and when after sometimes, the Management resumed payment in 1954, a dispute was raised by the Workman, claiming arrears of allowance for the year 1949 to 1953, it was held that the Management had acted arbitrarily and illegally, in stopping payment of such allowance and the mere fact that the workman did not raise a dispute till 1955, was not a sufficient reason to refuse such payment, specially when, the workmen had to provide Blankets for themselves, at their expenses. On the analogy as above, Mr. Sarangi claimed that the receipt of Special Allowance, became the conditions of service of the said employee and such conditions could not be interfered with, by the said Bank, in the manner as they did. He of course agreed that such allowance which became conditions of service of the said employee, could have been withdrawn by the said Bank, after service of due notice under section 9A of the said Act and such steps, not having been taken, the action of the Management should be set aside and could not be sustained.

20. On the basis of the definition of Industrial Dispute, under the said Act, it cannot be held that the dispute as referred for adjudication, could not have been referred, as such. I hold and reiterate that this Tribunal will have jurisdiction to adjudicate the same.

21. The moot and real question in the case, on the basis of the representations of the parties and their

pleadings, would be, if there was violation of section 9A of the said Act, by the said Bank, in taking the impugned action against the said employee?

22. I have indicated earlier the respective cases of the parties and the submissions made by them and on their pleadings. It is true, conditions of services duly established, cannot be changed or altered without duly following the procedure as indicated in section 9A of the said Act and that too without complying with the stipulations as indicated therein and such requirements would be necessary, if the workmen are likely to be affected prejudicially. The term Workmen can also include, in appropriate cases, the case of a single workman. The object of the section is to prevent unilateral action by the employer, changing the conditions of service of workmen to their prejudice and in terms of the determinations in the case of Tamilnadu Electric Workers Federation -Vs- M. S. Electricity Board, 1962(2) I.L.J. 136, the said section will not be applicable, when workmen are given option to accept the change or continue on existing terms.

23. It is true that the said employee was in receipt of Special Allowance, for being temporarily entrusted with the duties of a Cash Peon and he was really reverted to his original posting, on withdrawal of such allowance and such withdrawal of the said allowance cannot in any view, be termed as reversion, as claimed by the said Union. The said Bank has of course claimed that such entrustment to the said employee, was made on mistake. Mistake or no mistake, it cannot be doubted or disputed that the said employee received such allowance as indicated for a long time, and he discharged the concerned duties, temporarily. I feel that even in spite of such alleged mistake or even if the said employee, under the prevalent Rules for entrustment, was not eligible for the same, the money which he has so received, for performing Special duties, in all fairness, cannot be asked to be repaid back by him, more so when, a workman will be entitled to such Special Allowance, so long as he is required to perform the necessary duties, attracting special allowance. It cannot also be doubted or disputed that no staff has a right to get special allowance, unless he performs the necessary special duties and furthermore, no one has a right to such special allowance post. I further indicate that unless resolved or duly decided and determined Industrial Dispute over such claim, or as claimed in this case, could be raised, as there was some dispute and that had actually cropped up. The said employee, in this case received special allowance, not on promotion, but on special entrustment and he was asked to work as Cash Peon until further orders and for that also, I think such entrustment cannot be deemed to be and as claimed be a case of promotion. The employee was admittedly, an Award Staff and as such, his posting, attracting special allowance, shall be the date of the concerned order, in terms of Ext. M-10. Thus, the appointment given to Sri Ashish Roy, which was admittedly prior to that of the said employee will be of relevant consideration. The said Sri Roy, admittedly joined earlier than the said employee, who, as would appear from Ext. M-3, was appointed for filling up the vacancy caused due to the transfer of the said Sri Roy. There also cannot be any doubt that the connected Branch had no authority to give appointment to Special allowance posts. In fact, none of the Branches,

possess such power. On the basis of the above and on consideration of Ext. M-11, read along with the orders/Circulars as referred earlier and so also Exhibits M-4 and M-5, it appears that Sri Biswanath Ghosh was duly advised to work as Cash Peon.

24. For the views as indicated, it cannot be doubted that the employment, of the said employee was temporary and as such, there was no difficulty in withdrawing such order, by which, the said employee, was appointed temporarily and as such also and further, for the views as expressed and indicated earlier, it cannot be held that there was violation of Section 9A of the said Act. Even if the submissions of Mr. Sarangi, that the special allowance is a functional allowance, is accepted, that in my view, will not enure to the benefit of the said employee, as such allowance, will go along with the post and as such, as and when the temporary posting, as in this case, is withdrawn, the said allowance, will also have an automatic lapse. It may be, that the said employee has not been confirmed within 6 months. The said fact, would not be of much relevance, on the basis of the terms of the order of Reference and more particularly when, the terms thereof, do not indicate the violation of Clause 6 of the 4th Bipartite Settlement. I have already indicated that the Reference as made, was justified on the points at issue. The said employee, in this case, has been stated to have drawn special allowance for 18 months, when the order employing him in special allowance post was itself withdrawn, then, no further order is necessary to have an order withdrawing the special allowance. The determinations in the case of Management of Chandra Mah Estate, Ernakulam -Vs- Their Workers (Supra), in my view, will not apply appropriately, in the facts of the present case. Mr. Sarangi, in fact, has, agreed that the allowance could have been withdrawn after notice under Section 9A. But, for the views, as expressed earlier, I do not think that such submissions, would be of any assistance or avail. But, one thing should be noted that when the said employee has duly discharged the functions attached to the concerned special allowance post, and has drawn the necessary allowance, even though such payment was made inadvertently by the said Bank, he cannot be asked to refund the amount as received on such account, as indicated in the letter bearing No. OBS/Staff/89 dated October 20, 1989, as issued by the Manager of the Old Ballygunge Branch of the said Bank, as, for the laches of the said Bank, the said employee, who has actively worked in the manner as indicated, cannot be made to suffer.

25. Thus, with the observations as above, the Reference is rejected.

This is my Award.,

Sd/-

MANASH NATH ROY, Presiding Officer

Dated, Calcutta,
the 11th March, 1993.

नई दिल्ली, 21 अप्रैल, 1993

का. आ. 913—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, कॉर्पोरेशन बैंक के प्रबन्धतंत्र के संबद्ध नियोजकों

और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलोर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-4-1993 को प्राप्त हुआ था।

[संख्या एल-12012/383/92-आईआरबी-2]

वी. के. वेणुगोपालन, डेस्क अधिकारी

New Delhi, the 21st April, 1993.

S.O. 913.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Corporation Bank and their workmen, which was received by the Central Government on 20-4-93.

[No. L-12012/383/92-IRB II]

V. K. VENUGOPALAN, Desk Officer,
ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
BANGALORE

Dated this 12th day of April, 1993

PRESENT :

Shri M. B. Vishwanath, B.Sc., B.L.,
Presiding Officer

CENTRAL REFERENCE NO. 22/93

I Party

The General Secretary,
Corporation Bank Employees Guild,
'Anand Plaza',
A. R. Circle,
Bangalore-560009.

V/s.

II Party

The Chief Manager,
Corporation Bank Ltd.,
Mangalore-5755001.

AWARD

In this reference made by the Hon'ble Central Government by its order No. L-12012/383/92 IR(B-II) dt. 5-3-93 under Section 10(2A) (1) (d) of I.D. Act the point for adjudication as per schedule to reference is :

"Whether the action of the management of Corporation Bank in not promoting Sri Ramachandra G. Bhatt against the vacancy created by the reversion of Smt. B. S. Usha is justified? If not, to what relief is the workman entitled to?"

2. After registering the reference notices were issued to both parties. None of parties appeared before this Tribunal. But the I party viz., General Secretary, Corporation Bank Employees' Guild (Regd.) has sent a letter to this Tribunal. In this letter it is stated

that the I party workman Ramachandra G. Bhatt has since been promoted. It is therefore prayed in the letter that the I party is not pursuing the dispute referred to in this reference. Accordingly the reference is rejected as desired by the I party.

Submit to Government.

(Dictated to Stenographer, typed by him, corrected, signed by me on this 12th day of April 1993).

M. B. VISHWANATH, Presiding Officer,

नई दिल्ली, 16 अप्रैल, 1993

का. आ. 914.—केन्द्रीय सरकार ने यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित है कि भारतीय खाद्य निगम सेवा को, जो औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 6 के अंतर्गत आती है, उक्त अधिनियम के प्रयोजनों के लिए लोक उपयोगी सेवा घोषित किया जाना चाहिए,

प्रतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (ठ) के उपखंड (6) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए छह माह की अवधि तक के लिए तत्काल लोक उपयोगी सेवा घोषित करती है।

[सं. एस-11017/5/91—आई. आर. (पालिसी विधायी)]
एस. एस. पराशर, अवसर सचिव

New Delhi, the 16th April, 1993

S.O. 914.—Whereas the Central Government is satisfied that the public interest requires that the services in the Food Corporation of India, which are covered by entry 6 in the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947), should be declared to be a public utility service for the purposes of the said Act;

Now, therefore in exercise of the powers conferred by sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares with immediate effect the said industry to

be a public utility service for the purposes of the said Act, for a period of six months.

[No. S-11017/5/91-IR(Policy Legal)]
S. S. PARASHAR, Under Secy.

नई दिल्ली, 19 अप्रैल, 1993

का. आ. 915.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 16-5-93 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (धारा 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय-5 और 6 [धारा-76 की उपधारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध गुजरात राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे, अर्थात् :—

“जिला भरौच के तालुक अंकलेश्वर में जी आई डी सी औद्योगिक स्टेट अंकलेश्वर सहित अंकलेश्वर शहर की नगर, पालिका सीमाएं एवं सारंगपुर, जिताली दधाल, कोशम्बी भदकोदरा, गदखोल और पीरामन ग्रामों की राजस्व एवं पंचायत सीमाओं के अन्तर्गत आने वाले क्षेत्र”।

[संख्या एस. - 38013/7/93 - एस. एस. 1]
जे. पी. शुक्ला, अवसर सचिव

New Delhi, the 19th April, 1993

S.O. 915.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employee's State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 16th May, 1993 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI (except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Gujarat namely:—

“Areas within the Municipal limits of City Ankleshwar including G.I.D.C. Industrial Estate Ankleshwar and within the revenue and Panchayat limits of villages Sarangpur, Jitali, Dadhal, Kosambai, Bhadkodra, Gadkhola and Piraman of Taluka Ankleshwar, Distt. Bharuch.”

[No. S-38013/7/93-SS. 1]
J. P. SHUKLA, Under Secy.

